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## Board Cover Memorandum

**To** Board of Education

**From** Denise Sadder, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** August 13, 2025

**Subject** Services Agreement with Frontline Technologies Group, LLC dba Frontline Education

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**Ask of the Board**

☐ Approve Services Agreement

☒ Ratify Services Agreement

**Services** Ratification by the Board of Education of a Services Agreement by and between the District and Frontline Technologies Group, LLC dba Frontline Education, Wayne, PA, for the latter to provide a new electronic platform for maintaining and monitoring 504 plans for OUSD, for the period of July 1, 2025 through June 30, 2026, in an amount not to exceed \$82,418.75.

**Term** Start Date: July 1, 2025 End Date: June 30, 2026

**Not-To-Exceed Amount** \$82,418.75

**Background** The Frontline platform will provide an effective way to electronically maintain 504 plans and ensure that OUSD complies with the Office of Civil Rights.

**Attachment(s)**

- Service Agreement with Frontline Technologies Group, LLC dba Frontline Education
- Frontline Customer Order Form
- Consultant Fingerprint/Criminal Background Check TB Screening Waiver Request
- OUSD Consultant General Liability Insurance/Reduced



## **SERVICES AGREEMENT**

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and Frontline Technologies Group, LLC dba Frontline Education ("FRONTLINE" or "VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that any terms in this Agreement conflict with the terms in the attached Customer Order Form, Frontline Master Services Agreement terms and conditions, Implementation Services, Standard Project Services (collectively "Frontline Documents") all of which are incorporated by reference, the terms in this Agreement shall prevail. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services ("SERVICES") as described in **Exhibit A** and **Exhibit B** (Frontline document: Frontline 504 Scope of Work).
2. **Term.** The term ("TERM") of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SERVICES shall be made annually, in advance within sixty (60) business days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices are supplied from Frontline annually and are paid in advance.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - a. **For Cause.** Either PARTY may terminate this AGREEMENT by giving thirty business days (30) advance written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) business days after the notice was provided, whichever is later, unless the condition or violation ceases or

satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon ten (10) business days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- c. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

**7. Data and Information Requests.**

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)



change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

**8. Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

**9. Copyright/Trademark/Patent/Ownership.** All rights, title, and interest to the Subscription Software, Work Product, and Documentation are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Subscription Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Subscription Software, Work Product, or Documentation to OUSD. The Frontline name, logo, solution (product) name(s) and any other marks, logos and trade dress are trademarks of Frontline, and no right or license is granted by this Agreement to their use. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.

**10. Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

**11. Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide

OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, ten (10) business days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
  - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
  - b. If VENDOR is a natural person, VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
    - (ii) VENDOR's work is outside the usual course of OUSD's business; and
    - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
  - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**15. Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**16. Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

**17. Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, , bodily injury and property damage. Commercial automobile liability coverage with limits of one million (\$1,000,000) combined single limit. The coverage shall be primary as to OUSD and shall include OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM or as soon as available after



policy issuance). Additional insured status for Commercial General Liability applies to claims arising in whole or in part from the acts or omissions of the Vendor and anyone acting on the Vendor's behalf. Additional insured status with respect to Auto is limited to claims arising from and to the extent caused by the Vendor. Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive,



VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

**19. Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**20. Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

**21. Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

**22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR 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 neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

**23. Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

**24. Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's

performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS,



or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Provided however, that the sale, merger, or other corporate organization of Vendor shall not be considered an assignment or delegation to surviving entity. Vendor agrees to inform OUSD in writing and within thirty (30) business days of any sale, merger or corporate reorganization. Vendor agrees that OUSD retains the right to terminate this Agreement with 30 days written notice upon notice of any sale, merger, or corporate reorganization.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **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.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such

contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

- 43. Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

**VENDOR**Name: William O'SheaSignature: Position: Chief Financial OfficerDate: 6/11/2025

*One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.*

**OUSD**

Jennifer Blake

Name: \_\_\_\_\_

Signature: Jennifer Blake (Jul 2, 2025 13:32 PDT)Position: Executive DirectorDate: 07/02/2025☐ Board President (for approvals)☒ Chief/Deputy Chief/Executive Director (for ratifications)Name: Denise G. Saddler, EdD

Signature: \_\_\_\_\_

Position: Interim Superintendent and Secretary, Board of Education

Date: \_\_\_\_\_

**Template Approved as to form by OUSD Legal Department**

Approved as to form by:

  
Roxanne De La Rocha  
OUSD Staff Counsel5/15/2025  
Date

**SERVICES AGREEMENT  
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

**VENDOR:** Frontline Technologies Group, LLC dba Frontline Education

**Services.** Describe the SERVICES VENDOR will provide: a new electronic platform for maintaining and monitoring 504 plans in Oakland Unified School District (OUSD). The Frontline platform will provide an effective way to electronically maintain 504 plans and ensure that OUSD complies with the Office of Civil Rights. (Please see EXHIBIT B attached for Scope of Work)

**1. Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date:** 7/1/2025

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

**End date:** 6/30/2026

**2. Compensation.**

- a. The basis for payment to VENDOR shall be:

☐ Hourly Rate: \_\_\_\_\_ per hour

☐ Daily Rate: \_\_\_\_\_ per day

☐ Weekly Rate: \_\_\_\_\_ per week

☐ Monthly Rate: \_\_\_\_\_ per month

☐ Per Student Served Rate: \_\_\_\_\_ per student served

☒ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): Compensation is a set

fee for each service/product being renewed. The outline cost of \$82,418.75.

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

**Not-To-Exceed Amount:** \$82,418.75

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Frontline Technologies Group, LLC dba Frontline Education

Address: 550 E. Swedesford Road, Suite 360

City, ST Zip: Wayne, PA. 19087

Phone: (866) 504-8222

Email: legal@frontlineed.com

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☒ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

☒ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

☒ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

☒ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:





550 E. Swedesford Road, Suite 360, Wayne, PA 19087

05/07/2025

**Customer:**

Oakland Unified School District  
1011 Union Street  
Oakland, California, 94607  
United States

**Contact:** Justin Anderson**Title:** Director of Health Services**Phone:** (510)879-5003**Email:** justin.anderson@ousd.org**Order Form Details:****Pricing Expiration:** 3/31/2025**Quote Currency:** USD**Account Manager:** Steve Vyn**Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Frequency:** Annual**Sale Type:** New**Initial Term:** 7/01/2025 – 6/30/2026**Pricing Overview****Amount****One-Time Fees****\$38,561.75****Annual Recurring Fees****\$43,857.00**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$9,941.75	\$9,941.75
Virtual Consultative Session 2 hours - Frontline 504	53	\$540.00	\$28,620.00
Frontline Single-Sign-On (SSO) Setup	1	\$0.00	\$0.00

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
504 Program Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$43,857.00



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

05/07/2025

### Additional Order Form Information

#### Special Instructions and Additional Terms

Implementation to commence, and client to have system access, upon contract execution. One time fees for implementation services to be billed upon contract execution but billing for SaaS subscription fees shall be deferred until 7/1/2025.

#### Tax Information

Tax Exemption: Your order may be eligible for a tax exemption. Please ensure we have the most recent tax exemption form on file. Please send your completed exemption form to [salestax@frontlineed.com](mailto:salestax@frontlineed.com). Otherwise, the appropriate tax will be applied at the time of invoicing.

#### PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment

#### Professional Services Information

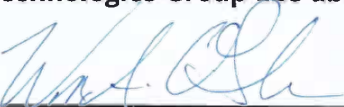
Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

05/07/2025

Invoicing Schedule	Due Date	Amount
<b>Invoice: One Time</b>	<b>Upon Signing</b>	<b>\$38,561.75 + applicable sales tax</b>
Frontline Implementation		\$9,941.75
Virtual Consultative Session 2 hours - Frontline 504		\$28,620.00
Frontline Single-Sign-On (SSO) Setup		\$0.00
<b>Invoice: Annual</b>	<b>7/31/2025</b>	<b>\$43,857.00 + applicable sales tax</b>
504 Program Management, unlimited usage for internal employees		\$43,857.00

<b>Frontline Technologies Group LLC dba Frontline Education</b>	<b>Oakland Unified School District</b>
Signature: <u></u>	Signature: _____
Name: <u>William O'Shea</u>	Name: _____
Title: <u>Chief Financial Officer</u>	Title: _____
Address: <u>550 E. Swedesford Road, Suite 360</u>	Address: <u>1011 Union Street</u>
<u>Wayne, PA 19087</u>	<u>Oakland, California 94607</u>
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: <u>6/11/2025</u>	



**FRONTLINE MASTER SERVICES  
AGREEMENTTERMS AND  
CONDITIONS**

**1. Software and Services**

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for



administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

## **2. Invoicing and Payment**

All fees and charges will be set forth in the applicable Order Form(s). Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the implementation period set forth in the Statement of Work. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within forty-five (45) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

## **3. Warranties and Disclosures**

3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-



Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

#### **4. Confidential Information Privacy**

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

#### **5. Reserved**

#### **6. Limitations of Liability.**

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY



PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

**7. Term and Termination.**

Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer

(i) shall immediately cease using the Software and Documentation and (ii) for a period of sixty (60) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

**8. District Ordering.**

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

**9. General.**

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline

insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



STATEMENT OF WORK



# Special Program Management

Standard Project Services

Frontline 504

## Executive Summary

This Statement of Work (SOW) outlines the high-level process and deliverable components required to implement the Frontline 504 solution for Oakland Unified School District. This Statement of Work (SOW) is subject to the terms and conditions of the Frontline Solutions Agreement referenced in the associated Order Form.

The Frontline and Client project managers will determine the specific timeline through the creation of a Project Plan.

Throughout this document, Oakland Unified School District will be referred to as “Client” and Frontline as “Frontline.”

## Scope of Work

### Project Planning

Frontline understands that effective project planning lays the foundation for a successful implementation and is vital to reducing risk. We develop detailed project plans for every implementation that establish objectives and outcomes with a clear schedule of deliverables for both Frontline and client stakeholders for each stage of the project.

Upon initiation of the project, Frontline will work with the Client project leaders and other key stakeholders to identify and document all key project components and project team members. As detailed below, various stakeholder and work groups will be established and will work collaboratively to refine and finalize project plans including all timelines and milestones. These plans will be prioritized into an overall program plan representing the multiple workstreams that are part of the Oakland Unified School District Frontline 504 deployment.

### Communication Plan

Timely and accurate communication is critical to the success of any project. All Frontline projects are supported by a Project Dashboard that will be available to Frontline and Client project teams – providing a single repository for the project.

The dashboard will be used to guide recurring project status meetings – eliminating the need for point in time project status reports.

### Communication Strategy

During the Kick-off Meeting, the implementation consultant will establish a plan for effective communication during the project. This includes identifying key communications partners in each functional area to help deliver project communications and assist in setting up appropriate and timely delivery channels. Frontline will work with the Client to support the communication process by providing information on the project, its progress, and related data.

### Project Scope Change Management

This product implementation has a standard scope, timeline and set of deliverables based on the original purchase agreement. During the project, information or situations may come to light that were not identifiable when the project initiated. As a result, it may be necessary to make alterations to the course of the project. Additional needs may arise that require purchase such as additional modules or training. In such instances, your consultant will notify the sales team of your interest in an additional purchase.



## Project Team Organization

A strong Project Team will be integral to the successful management of this project.

Together, Frontline and the Client will form a closely integrated team - aligned cross-functionally and cross-organizationally to support the success of the project.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

Frontline recommends the Client team included representatives from the user, technical and leadership communities, and outside stakeholders as necessary.

In selecting your project team members, the following qualifications should be considered:

- Ability to make decisions.
- Ability to work well under pressure and in a professional manner.
- Clear understanding of the desired constituent experience and desired business outcomes.
- Detailed knowledge of their functional area and critical business processes.
- Ability to listen and value input from all participants.
- Committed to clear and shared project goals.
- Ability to work as a team and to interact on a regular basis to accomplish specific tasks.

The Frontline Implementation Consultant and Client teams will be jointly responsible achieving the defined project scope. They will work from a constituent-centered view to ensure that the system is implemented within the project timeline.

## Frontline Project Team

### Implementation Consultant(s)

Implementation Consultants will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support during the initial go-live period.

Implementation Consultants responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions
- Conducting configuration, consulting, training, and work sessions as defined by the project plan
- Contributing to project management tools to track risks, issues, action items, and key project decisions
- Providing support following go-live and transition to Frontline Support through the Support Handoff process.

### Technical Services Specialist(s)

Technical services specialists will partner with the Implementation Consultant to ensure all data exchanges are developed and thoroughly tested. In addition, they will be assisting with data imports.

Technical Services Specialists responsibilities are to import data provided in Frontline specified formats. The Implementation Consultant will work with the Client project team to identify and provide advice on how to resolve data anomalies.

## Client Project Team

As with the Frontline Project Team, the Client will also have specific roles that will be required to execute a successful project. In some districts, one person may fill more than one role. Below are the roles that Frontline recommends filling within the Project framework:

### Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include:

- Act as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan
- Work collaboratively with Frontline Implementation Consultant to ensure that the project remains on track and risks are identified and mitigated early
- Ensure timely completion of Client project tasks and action items as identified by Project Plan
- Partner with Frontline Implementation Consultant on training schedule, identifying attendees, availability, and attendance for training sessions

### Functional and Subject Matter Experts

Working closely with the Frontline Implementation Consultants the subject matter experts will be responsible for the following:

- Provide specialist district process knowledge
- Responsible for configuration decisions and ensure configurations are complete
- Responsible for data validation

### System Administrator(s)

The system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management.
- Define current policies, processes, and workflow
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports

### IT Department

The Client technical team will be responsible for the following:

- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating whitelisting from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions

## Client Responsibilities

- Complete system configuration homework or provide requested documents in the agreed upon time frame.
- Document district-specific processes and procedures for the business rules around the use of the product (Frontline requests but does not require that this documentation be made available to our support team)
- Establish User Roles and Permissions
- Ensure availability of resources to meet the agreed upon timelines
- Identify gaps from current processes

- Decision making regarding configuration and set up
- Attendance for status updates
- Work with Frontline to establish and implement Training Plan during implementation
- Provide a list of participants prior to the training

## Frontline Responsibilities

The list below are responsibilities of Frontline regarding delivery of the Frontline 504 solution.

- Provide data templates for all data to be imported and walk the client through the data template
- Provide Error files for data that does not import.
- Provide Agendas for meetings containing topics to be covered, objective of the meeting, and clear instructions on next steps.
- Respond to client inquiries and issues with either a response or a date by which the response will be provided.
- Provide Go Live checklists to verify readiness.

## Assumptions

The sections below include items that will be considered for each implementation as we decide how to properly complete system setup. You do not need to bring all this information to the planning meeting, but we will start discussing it at that time.

## Data Imports

During the project, Frontline will import the following data formatted in Frontline's standard templates. Data must adhere to Frontline's file formatting and column requirements according to the templates and technical specifications provided during implementation.

- Users Import: Administrators and End Users
  - Prepopulates the application with all user data and permissions.
  - Frontline will provide explanations of permission and role definitions.
  - The district will work with their internal staff and IT team to populate the template and return them to Frontline.
  - If there are any issues or errors, Frontline will return the files to the district for correction.
  - Credentials will be provided for distribution to users.
  - If an active directory integration is being set-up, the district will need to work with their IT Team to securely send and deliver the data sets to the Frontline secure FTP site nightly.
- Schools Import: School Data, School Calendars, School Year Dates
  - Prepopulates the application with all schools, school calendars and their associated data.
  - The district will work with their internal staff and IT team to populate the templates and return them to Frontline.
  - This import consists of three separate files that must be completed and provided.
  - If there are any issues or errors, Frontline will return the files to the district for correction.



- Student Import: Student Data, Student Contacts
  - Pre-populates the system with student demographic information. Frontline will provide templates for this data.
  - This import consists of two separate files that must be completed and provided.
  - If a SIS Integration is being set-up, the district will need to work with their IT Team to securely send and deliver the data to the Frontline secure FTP site nightly.
  - The district will be responsible for extracting the data from their SIS.
- 504 Import: 504 Data, 504 Eligibility and Impairments
  - Pre-populates the system with 504 information. Frontline will provide templates for this data.
  - This import consists of two separate files that must be completed and provided.
  - The district will be responsible for extracting the data from their previous 504 system.

The district is responsible for working with their internal staff and IT team to populate the templates according to the technical specification document provided by Frontline and return them to the Implementation Consultant via secure FTP. If there are any issues or errors, Frontline will return the files to the district for correction. If an integration is available for the data set, the district is responsible for working with their IT Team to securely send and deliver the data sets to the Frontline secure FTP site nightly.

Consultation will be provided to show how to access and validate this data on an ongoing basis after the initial import.

## Configuration & Training

The configuration and training sessions over the course of the implementation include the following:

- System Configuration: This will include one standard session of three hours, delivered to system administrators. System configuration is accomplished within the bounds of existing functionality through a blended approach of pre-configuration, and Frontline Education configuration services. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start configuring the system.
- eLearning Training: A scripted web-based course that is designed to take the user through a set of features and functions that will enable understanding of navigation, workflow and in some cases system management tools.
- Super User Consultative Sessions: This will include one standard session of three hours, that can be delivered to a group of superusers or end users, based on classroom size. The instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users.

The Frontline Implementation Consultant will provide a Training Plan Template and work with the District Project team to build a training schedule.



## Support After Go Live

From the beginning of the project, it is important that you determine how you will support district users and serve as the conduit to Frontline Education project staff. During the implementation you will provide support to your users and interact with the Frontline Implementation Consultant. After go live, your district will transition to Frontline Customer Support.

## Schedule

On average, a typical Frontline 504 implementation project runs 12 weeks. Every client is unique, and timelines can vary depending on client size, resource availability, and complexity of project. Frontline Education will work with your team to plan an implementation based on your specific requirements.

## Outside of Scope

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite Training
- Single Sign-On (SSO)
- Additional Virtual End User Trainings beyond the numbered sessions in Configuration & Training
- Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work
- Services beyond the implementation timeframe and project close out