AGREEMENT BETWEEN ALAMEDA COUNTY OFFICE OF EDUCATION AND BERKELEY UNIFIED SCHOOL DISTRICT
FOR
FRONTLINE/ ESCAPE TECHNOLOGY SCHOOL BUSINESS SOFTWARE
AND
SYSTEM SUPPORT SERVICES

THIS AGREEMENT is made and entered into on the 1st day of October, 2021, in the state of California, County of Alameda, by and between the **Alameda County Office of Education ("ACOE")** and **Berkeley Unified School District ("BUSD")** (collectively referred to herein at times as "Parties" and singularly as "Party").

WHEREAS, BUSD 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 BUSD'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 BUSD with the Escape Online School Business Software, Data Processing, and Support Services as described in the following, as well as the services provided in Schedule A to this Agreement, which Schedule A is incorporated as if fully set forth herein:

1. Financial, Payroll, Human Resources and Data Processing Services using Escape Online system software, as licensed to ACOE by Frontline/ Escape Technology. 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 BUSD, to be located on BUSD's premises, will be provided by BUSD.

A dedicated work connection will be required to connect BUSD's Network to ACOE Processing Center. BUSD 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 Frontline/ Escape Technology. Any BUSD-specific customization necessary will be completed by Frontline/ Escape Technology and charged to BUSD. 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 BUSD elects to have ACOE provide data entry services, an additional charge may 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 BUSD and ACOE and will be provided by either Frontline/ Escape Technology 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 BUSD, with said training to be provided at a site mutually agreed upon by BUSD and ACOE. Any training provided by Frontline/ 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 Frontline/ 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 BUSD 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 BUSD 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 one (1) year and nine (9) months commencing October 1, 2021 and terminating on June 30, 2023.

B. Fees

BUSD 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 the current year (*i.e.,* October 1, 2021 to June 30, 2022) of this Agreement will be prorated as appropriate and is due at signing as set forth in Schedule C.

Payment for the current year of this Agreement for the Implementation Costs and the License and Maintenance portion of the contractual fees shall be made directly to Frontline/ Escape Technology, and payment for the Support and Operations portion of the contractual fees shall be made to ACOE.

Annual payment of the License and Maintenance fees and the Support and Operations fees for each subsequent year will be payable to ACOE. ACOE will post a cash transfer for the full amount of these fees on January 15th of each year.

Beginning in the 2022-23 fiscal year and all subsequent years, thereafter, the annual recurring Support and Operations fees listed in Schedule C shall be adjusted by the published funded Cost-of-Living percentage for Unified School Districts in the State of California effective July 1 of each contract year, plus any increase to the Escape license and maintenance costs set by Frontline/Escape.

2. Payment Terms

Payment in full for annual ongoing License and Maintenance costs, as well as Support and Operations costs in year one and all subsequent years shall be made to ACOE via cash transfer or before January 15th of each contracted year. ACOE shall submit an invoice to BUSD for one-time costs not otherwise identified in Schedule C. BUSD shall pay Frontline/ Escape Technology directly for Implementation Costs and/or other services provided by Frontline/ Escape Technology within thirty (30) days of satisfactory completion of the work and receipt of an invoice from Frontline/ Escape Technology.

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

BUSD 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 BUSD 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 BUSD 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 BUSD, 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 BUSD 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. BUSD 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 BUSD as confidential. ACOE on behalf of itself and its employees agrees to keep confidential all records and other information with respect to BUSD. BUSD, 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 BUSD and that all such records and other data shall be furnished without additional charge, except for actual processing costs, to BUSD in available machine readable form immediately upon termination of this Agreement for any reason whatsoever.

Furthermore, upon BUSD's request at any time or times while this Agreement is in effect, ACOE shall immediately deliver to BUSD, at BUSD's expense, any or all of the data and records held by ACOE pursuant to this Agreement, in the form requested by BUSD. 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, BUSD 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, BUSD shall have the right to audit ACOE's operations related to this Agreement and its maintenance of BUSD's data.

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

In the event that this Agreement is terminated, regardless of the reason for such termination, ACOE shall cooperate with BUSD 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: District Business Services** **313 West Winton Ave.** **Hayward, CA 94544**	**Berkeley Unified School District** **Attn: Business Services** **2020 Bonar Street** **Berkeley, CA 94702**

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. This Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of the State of California.

If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other.

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

ALAMEDA COUNTY OFFICE OF EDUCATION

Dr. Candi Clark, Associate Superintendent

_____   **Date**_____

BERKELEY UNIFIED SCHOOL DISTRICT

Pauline Follansbee, Assistant Superintendent

_____   **Date** _____

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 the customer will provide Tier-One support for the applications hosted
at ACOE. For the purposes of this agreement, ACOE Network Services refers to the
management and staff maintaining the servers, networks and applications within the
ACOE Data-Center, and the ACOE HelpDesk refers to the staff and systems responsible
for taking service requests from customer representatives who are authorized to submit
problems not resolved by the Tier-One support at the customer site.

Managed Monitoring Services

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

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

Systems Availability Services

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

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

Levels of systems availability

Standard

Critical

Mission Critical

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

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

HelpDesk Services

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

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

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

Problem Management & Escalation Notification

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

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

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

Problem Severity Levels / Escalation Time

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 customers through phone calls or email. These notifications will be sent to the groups when problem management efforts are underway.

Problem Resolution Turnaround Time

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

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

Change Management & Control

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

Change Management Services

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

All major changes must be negotiated.

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

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

Changes Not Permitted During Systems Availability Hours:
Changes that ACOE considers a risk that may cause service disruptions or outages, must be made either after the customer agreed upon "systems availability" window or during the scheduled maintenance window. Those changes are:

- New Products/Systems/Applications that need to be added to the infrastructure.
- Old Products /Systems/Applications that need to be removed from the Infrastructure.
- Application, Hardware, Software 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, the submitter will be immediately notified via email or phone call, and ACOE management will be notified (typically via email or trouble ticket) of the reason for the disapproval.

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

Regular Maintenance

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

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

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

Regular Maintenance Window

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

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

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

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

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

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

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

Emergency Maintenance – (EM)

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

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

Tier 2 Support

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

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

After Hours Monitoring & Support

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

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

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

After Hours Response

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

Extended Services

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

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

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

Schedule B

Standard Operating Procedure – Warrant Processing

Purpose

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

Scope

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

Prerequisites

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

Procedural Responsibilities

The Alameda County Office of Education is responsible for:

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

The School District is responsible for:

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

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

General Information

Accounts Payable Guidelines:

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

Payroll Processing Guidelines:

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

DBS Warrant End-of-Month Deadlines:

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

Warrant Cancels & Stop Payment Deadlines:

Warrant cancels and stop payment requests will not be accepted after the posted DBS deadline and must be submitted on or after the 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 and Supplemental Payroll deadlines.
2. In the event that the District fails to submit their End-of-Month Payroll on or before the posted DBS Month End Warrant Cut-off, ACOE will take the following actions:
   a. At 10:00am on the posted DBS Month End Warrant Cut-off, ACOE will submit and post the End-of-Month Payroll in its current state on the District's behalf.
   b. ACOE will impose a $1,000.00 fee on the District.
3. The District will be responsible for any and all corrections that may be needed in the event that ACOE is required to process an End of Month Payroll on the District's behalf.

Definitions

- AP Deadline: Date and time that Accounts Payable warrant processing requests are due.
- Supplemental Payroll Deadline: Date and time that Supplemental Payroll processing requests are due.
- End-of-Month Payroll Deadline: 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 during the implementation period of the contact.

1. System Setup, Staff training and Data conversion.

On-Site services. Professional services provided by Frontline/Escape at ACOE's or BUSD's facility shall be billed at the rate of $250 per hour, 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 Frontline/Escape's location shall be billed at the rate of $250 per hour. No travel costs shall apply.

Estimated One-time Costs	
Escape Project Management	$ 175,000.00
Escape Training	$ 50,000.00
Escape Data Technician - Conversion	$ 20,000.00
Escape Technical Support	$ 3,000.00
Escape Custom Development	$ 10,000.00
Escape Travel	$ 21,125.00
Estimated One-time Costs Total	**$ 279,125.00**

ACOE will rebate BUSD up to 50% of the estimated one-time costs not to exceed $139,562.50.

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 Frontline/Escape Technology.** The first payment is due at the time of signing and is payable to Frontline/Escape Technology. In all subsequent years, the license maintenance fee will be payable to ACOE. ACOE will pass this fee to Frontline/Escape Technology in one payment for the entire county. *Annual License/Maintenance Payments.* The annual license maintenance fee shall be **$259,790.00** (two hundred fifty-nine thousand seven hundred ninety dollars) for fiscal year 2021-22 and 2022-23 as set by Frontline/Escape Technology. The annual payment has been combined to include the Online Employee Portal and annual webinar fee. The 2021-22 annual payment is prorated at **$172,244.33** (one hundred seventy-two thousand two hundred forty-four dollars and thirty-three cents) In the 2022-23 fiscal year, the full annual license fee of **$259,790.00** (two hundred fifty-nine thousand seven hundred ninety dollars) will be charged.	$ 172,244.33

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 Support and Operations is due at the time of signing and will be prorated as appropriate. *Annual Support and Operations Payments.* The annual support and operations fee shall be $116,400.00 (one hundred sixteen thousand four hundred dollars) for fiscal year 2021-22 as set by ACOE. Beginning in the 2022-23 fiscal year and all subsequent years, thereafter, the previous year's annual support costs will be increased 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.	$ 116,400.00

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 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 (Intel i5 recommended)
RAM	8 Gb+
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