

Board Office Use: Legislative File Info.	
File ID Number	18-2260
Introduction Date	12/12/2018
Enactment Number	18-1919
Enactment Date	12/12/18 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marcus Battle, Chief Business Officer
 Ofelia Roxas, Chief Financial Officer *OR*

Board Meeting Date December 12, 2018

Subject 2018-19 Memorandum of Understanding Between Escape Technology, Inc. and Alameda County Office of Education to be Joined by Oakland Unified School District

Action Requested Approval by Board of Education of a 2018-19 Memorandum of Understanding (MOU) to be joined by Oakland Unified School District (OUSD) between Escape Technology, Inc. (ESCAPE) and Alameda County Office of Education (AOCE), Hayward, CA, for the latter to provide additional Services and Support specified in the MOU for the period of July 1, 2018 through November 30, 2018 in an amount not to exceed \$350,000.

Background ESCAPE and ACOE entered into an Agreement for Software License and Software Maintenance dated November 1, 2002. From time to time, the parties add additional agencies to the agreement, by addendum and mutual agreement. OUSD went live on the ACOE Escape system in July 2018. OUSD requested estimated pricing for remaining implementation services required after July 1, 2018.

Discussion In order to complete Phase 1 of the implementation, the system, and have OUSD staff trained appropriately, additional professional services are needed from ESCAPE. During the implementation, ESCAPE shall be the primary provider of professional services. ESCAPE shall provide requested services to OUSD, such as: training, project management, data conversions, system configuration and database configuration. ESCAPE shall invoice OUSD directly for such services at the rate of \$250/hour plus travel expenses of \$325/day.

Recommendation Approval by Board of Education of a 2018-19 Memorandum of Understanding (MOU) to be joined by Oakland Unified School District (OUSD) between Escape Technology, Inc. (ESCAPE) and Alameda County Office of Education (AOCE), Hayward, CA, for the latter to provide additional Services and Support specified in the MOU for the period of July 1, 2018 through November 30, 2018 in an amount not to exceed \$350,000.

Attachments

- Memorandum of Understanding
- ESCAPE and ACOE Agreement for Software License & Software Maintenance

Amendment 6 to the
AGREEMENT FOR SOFTWARE LICENSE
AND
SOFTWARE MAINTENANCE
Between ESCAPE TECHNOLOGY, INC. AND
ALAMEDA COUNTY OFFICE OF EDUCATION
Dated November 1, 2002

The parties ESCAPE TECHNOLOGY, Inc. ("Licensor") and Alameda County Office of Education ("Customer") previously entered into the AGREEMENT ("Agreement") on November 1, 2002.

This amendment, agreed to by both parties during November 2016, authorizes Customer to include Oakland Unified School District (hereafter "Oakland") in the list of organizations permitted to be served using Licensor's software.

Billable Professional Services for Implementation. Licensor provides a variety of professional services during customer implementations such as: project management, custom programming, implementation, training, data conversion and limited network/IT assistance.

Rates. From the date of this agreement, through June 30, 2018, these rates shall be as follows:

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

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

Requesting Agency and Billing. It is anticipated that both Customer and Oakland will individually request professional services pursuant to the implementation. Services requested by either Customer or Oakland shall be invoiced monthly by Licensor and shall be paid by the requesting party within 30 days.

Annual License/Maintenance/Update Payments. The annual payments made by Customer to Licensor pursuant to the Agreement shall be increased by the amount of \$695,000 (six hundred ninety five thousand dollars) for fiscal years 2016/17, 2017/18 and 2018/2019.

Beginning in the 2019/20 fiscal year, and for each succeeding year, California CPI as published by School Services, or 2.0%, whichever is greater shall be added to the previous year's amount. For example, if the California CPI is 3.0% for 2019/2020 the new amount would be \$715,850. In the event of a negative California CPI, the CPI will not be applied to prior year amounts.

The Escape Online Employee Portal software annual rate is established as \$69,500 or 10% (ten percent) of the Annual Payment as above.

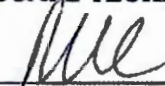
Beginning in 2018/19 the annual payment for webinars will be \$2,500 (two thousand five hundred dollars) and is due each July 1.

Ongoing support post implementation. Licensor and Customer agree that Licensor has no direct support responsibility regarding Oakland after October 1, 2018. Customer shall support Oakland as is customary with all other agencies described in the Agreement.

All other provisions of the original Agreement remain in-force and unmodified.

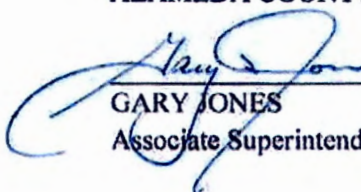
Date 11.1.16

LICENSOR:
ESCAPE TECHNOLOGY, Inc.




RAMONA MARSHALL
Chief Operating Officer


CUSTOMER:
ALAMEDA COUNTY OFFICE OF EDUCATION

 10/31/16

GARY JONES
Associate Superintendent



12/13/18
Kyla Johnson-Trammell
Secretary, Bord of Education



12/13/18
Aimee Eng, President, Board of Education

MEMORANDUM OF UNDERSTANDING (MOU) between

Escape Technology, Inc. (hereinafter ESCAPE)

and

Alameda County Office of Education (hereinafter ACOE)

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the work and estimated costs required to complete the Phase 1 implementation of Escape Online 5 at Oakland USD.

II. BACKGROUND

ESCAPE and ACOE entered into an Agreement for Software License and Software Maintenance dated November 1, 2002 (Hereinafter the AGREEMENT). From time to time, additional agencies are added to the agreement, by addendum and mutual agreement by the parties.

Oakland USD went live on the ACOE Escape system in July 2018. Oakland USD requested estimated pricing for remaining implementation services required after July 1, 2018.

III. RESPONSIBILITIES UNDER THIS MOU

During the implementation, ESCAPE shall be the primary provider of professional services. ESCAPE shall provide requested services to Oakland USD such as training, project management, data conversions, system configuration and database configuration. ESCAPE shall invoice Oakland USD directly for such services at the rate of \$250/hour plus travel expenses of \$325/day.

In order to complete phase 1 of the implementation the system and have OUSD staff trained appropriately it has been decided that additional professional services are needed from Escape.

Escape shall provide Additional Services and Support specified below effective July 1, 2018 through November 30, 2018 not to exceed \$350,000.

- Core Department User Training and Working Sessions
- Site/End User Training
- System configuration/set-up and set-up changes
- Electronic workflow changes and new set-up
- Core Department User support
- Payroll Processing support

Escape to transition support services to Alameda County Office of Education no later than November 30, 2018.

ACOE shall provide similar services to Oakland USD as it does for other agencies that are party to the AGREEMENT such as database and application hosting, proper connectivity, implementation of software updates provided by ESCAPE. After the initial implementation is completed and Oakland USD has achieved live operations, ongoing application support will transition from ESCAPE to ACOE.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- a. Modification. This MOU may be modified by mutual agreement.
- b. Termination. This MOU will terminate upon written notification from ACOE/Oakland USD.

VI. FUNDING

This MOU does not include the reimbursement of funds between the two parties except as described herein.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of ESCAPE and ACOE authorized officials. It shall be in force from 07/01/2018 until 11/2018 or termination as described herein.

Signatures and dates

ESCAPE, Ramona Marshall, President

Oakland USD, Marcus Battle, CBO

_____ Date

_____ Date