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| Board Office Use: Legislative File Info. | |
| File ID Number | 18-0277 |
| Introduction Date | 3-14-18 |
| Enactment Number | 18-0481 |
| Enactment Date | 3-14-18 |



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Board Meeting Date 3-14-18
Subject Ratification of License Agreement-Document Tracking Services-Oakland Unified School District

Action Requested Ratification of the License Agreement between Document Tracking Services and Oakland Unified School District beginning December 15, 2017 through December 14, 2018 in an amount not to exceed \$695.00.

Background Document Tracking Services (DTS) allows OUSD to create, edit, and track critical documents. We will be using the DTS tool with the writing of the Local Control Accountability Plan (LCAP). Because the CA State LCAP template does not allow multiple writers at the same time, the writing of the LCAP is not as efficient as it could be. The DTS tool will allow OUSD to have multiple writers at one time and will eliminate the task of cutting and pasting the 2017-18 LCAP into the 2017-2020 LCAP.

Discussion The DTS tool is an effective web-based application to streamline and provide a consistent way for organizations and companies to create documents while providing cost savings as well as re-directing staff resources. DTS is designed in such a way that it simplifies the cumbersome process users are faced with when creating multitude of documents and reviewed by more than one department.

Recommendation Ratification of License Agreement with Document Tracking System

Fiscal Impact Funding Resource: 9419000701

Attachments

- Document Tracking Services Licensing Agreement



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-0277

Department: Superintendent's Office

Vendor Name: Document Tracking Services

Contract Term: Start Date: 12/15/16 End Date: 12/14/17

Annual Cost: \$ 695.00

Approved by: Kyla Johnson-Trammell

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Document Tracking Services (DTS) was selected because DTS works with over 50 school districts in the State of California to provide tools for supporting the writing of the Local Control Accountability Plan (LCAP). The Alameda Office of Education recommended TSA and the OUSD LCAP office spoke to several other districts who currently are using DTS.

Summarize the services this Vendor will be providing.

DTS will provide tools in an web-based application to streamline and provide a consistent way organizations and companies create documents while providing cost savings as well as re-directing staff resources. DTS is designed in such a way that it simplifies the cumbersome process users are faced with when creating multitude of documents and reviewed by more than one department.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Recommendation of ACOE.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



LICENSING AGREEMENT

This Agreement effective **December 15, 2017**, is made and entered into by **Oakland Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$695**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **one (1)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice. DTS will transfer content from the MS Word LCAP into MS Word into Document Tracking Services for \$400.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 24, 2017

Licensee

By: Aimee Eng
Date: Aimee Eng
President, Board of Education
Oakland Unified School District

R. Johnson-Trammell
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR ECRM & SUBSTANCE
By: Amy Brandt
Amy Brandt, Attorney at Law
1-26-18

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Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2018 Local Control and Accountability Plan (CDE Template)