


Board Office Use: Legislative File Info.	
File ID Number	19-1408
Introduction Date	6/26/2019
Enactment Number	19-1218
Enactment Date	6/26/19 lf



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Preston Thomas, Chief Systems & Services Office 

Board Meeting Date June 26, 2019
Subject Amendment No. 7 to 2018-19 MOU Between Escape Technology, Inc. & ACOE joined by Contractor: ESCAPE Technology, Inc. and ACOE joined by OUSD
 Services For: Support Services as specified in the MOU

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to 2018-19 MOU Between Escape Technology, Inc. & ACOE joined by OUSD between Oakland Unified School District and ESCAPE Technology, Inc. and ACOE joined by OUSD Hayward, CA, for the latter to provide additional Services and Support specified in the MOU for the extended period of July 1, 2018 through November 30, 2018 to June 30, 2019 in an amount not to exceed \$350,000. All other terms and conditions of the agreement remain in full force and effect.

for the period of July 1, 2018 through June 30, 2019 in an amount not to exceed _____.

Prior Contract The Agreement was previously approved by the Board on 12/12/2018 (Enactment No. 18-1919).

Modification This amendment modifies the scope of work and term of the contract. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? No
 If no, exception: Special Services (financial, economic, accounting, legal or administrative services)

Fiscal Impact Funding resource(s): None

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

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AMENDMENT NO. 7 TO

2018-19 MOU Between Escape Technology, Inc. & ACOE joined by OUSD

This Amendment amends 2018-19 MOU Between Escape Technology, Inc. & ACOE joined by OUSD between Oakland Unified School District (OUSD) and ESCAPE Technology, Inc. and ACOE joined by OUSD (Contractor) entered into on 12/12/2018 (OUSD Enactment No. 18-1919). The parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR CONTRACTOR agrees to provide the following amended services:

2. **Term (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on July 1, 2018 and expires on November 30, 2019. The parties agree to extend the contract through June 30, 2019.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ _____ to original contract amount.
 Decrease of \$ _____ to original contract amount.
The new contract total is _____ Dollars (_____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 6/27/19
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief
[Signature] 6/27/19
 Secretary, Board of Education Date

CONTRACTOR

[Signature] 6-17-19
 Contractor Signature Date
RAMONA MARSHALL PRESIDENT
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

File ID Number

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>[Signature]</i>		6/11/19
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<i>[Signature]</i>		6/11/19
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.
(SEE ORIGINAL CONTRACT)



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to 2018-19 MOU Between Escape Technology, Inc. & ACOE joined by

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	ESCAPE Technology, Inc. and ACOE joined by			Contractor's Contact	
OUSD Vendor ID #		Title			
Street Address		City, State	Hayward, CA	Zip Code	
Telephone		Email (required)			

Compensation and Terms

Current Contract Amount	\$350,000.00	OUSD Vendor ID #		Start Date of Original Contract	July 1, 2018
Amount of Increase	0	Original PO #		Current Term End Date	November 30, 2019
Amount of Decrease	0	New Requisition #		New Term End Date*	June 30, 2019
New Total Contract Amount	135,000	% Change		*Must be no more than five years from the start date	

Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

Requisition No.	Budget Number	Resource Name	Amount
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	1/12/2018	MOU between ESCAPE Technology, Inc. and ACOE joined by OUSD	135000
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount

OUSD Contract Originator Information

Name of OUSD Contact	Curtiss Sarikey	Email	Curtiss.SariKey@ousd.org
Site/Dept. Name	Chief of Staff	Site #	9
		Phone	510-879

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			6/11/2019
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			6/11/19
5. Legal (if increase takes contract above \$92,600)			
6. Superintendent, Board of Education	Signature on the legal contract		

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



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.

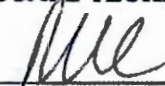
Beginning in 2018/19 the annual payment for webinars will be \$2,500 (two thousand five hundred dollars) and is due each July 1.

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.

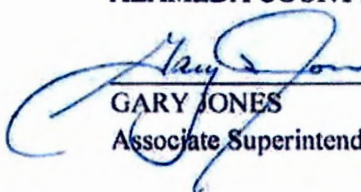
Date 11-1-16

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