

Board Office Use: Legislative File Info.	
File ID Number	23-1367
Introduction Date	05/24/2023
Enactment Number	23-1068
Enactment Date	05-24-2023 er



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer  
DeCarlos Kaigler, Chief Finance Officer

**Meeting Date** May 24, 2023

**Subject** Proxient Software License Agreement

**Ask of the Board** Approval by the Board of Education of Resolution No. 2223-0119 - Authorizing Use of Sole Source Exception to Public Bidding (Proxient, Inc.), and Associated Software License Agreement by and between the District and Proxient, Inc. for the latter to integrate a web-based budget development system with the Escape platform, for use by principals, central budget managers, and the Fiscal and Talent teams.

**Discussion** Proxient was selected directly based on sole source process for the District as described in more detail in the Resolution.

**Fiscal Impact** Not to exceed \$325,500  
AB1840 One0Tiem District Improvement Funds

**Attachment(s)**

- Resolution No. 2223-0119 - Authorizing Use of Sole Source Exception to Public Bidding (Proxient, Inc.)
- Software License Agreement by and between the District and Proxient, Inc.

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2223-0119**

**Authorizing Use of Sole Source Exception to Public Bidding (Proxient, Inc.)**

**WHEREAS**, the Oakland Unified School District (“District” or “OUSD”) has a need to contract with Proxient, Inc. (“Proxient”) for the services as described herein;

**WHEREAS**, the contemplated Software License Agreement is for a total not-to-exceed amount of \$325,500;

**WHEREAS**, a contract in this amount would ordinarily require some type of competitive bidding;

**WHEREAS**, one exception to the competitive bidding requirement is the “public policy” exception, an example of which is when there is only one supplier of a needed good or service (see, e.g., *Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863); and

**WHEREAS**,

- OUSD manages an annual school-based budgeting and Single Plan for Student Achievement (SPSA) process, which requires the participation of 100+ school and central leaders in creating, managing, manipulating, and exporting large amounts of personnel and financial data each year,
- Prior to the implementation of the Escape financial system in 2017-2018, which aligned OUSD budgeting and HR systems to those used by the Alameda County Office of Education, OUSD used a proprietary, web-based budget development system created by Proxient, in alignment with the District's unique budgeting process and timeline, which begins as early as October and runs through March of each school year,
- Since the adoption of Escape, there has been a gap in the budget development process in terms of how personnel and financial projections are provided to principals and central leaders for their decision-making with school communities, in alignment with their SPSAs, and in terms of how those financial decisions are verified in real-time, and then synced back into Escape
- Proxient, as a tool that was designed specifically to support the OUSD budget development and SPSA cycle, can now be set up to be compatible with Escape, filling that gap, and allowing for a centrally-managed tool that allows for hundreds of simultaneous users and nightly syncing with our constantly changing Escape personnel and financial data,
- The unique nature of OUSD's school autonomy in budgeting, the large numbers of resources that must be managed by each principal, and the number of simultaneous

central and school leaders who must engage with tools daily necessitate the use of the Proxient tool for budget development and SPSA management moving forward.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Based on the foregoing, the Board finds that only Proxient is the only provider of the type of service needed by OUSD,
2. The Board approves waiving competitive bidding to allow the District to contract with Proxient for the work, and
3. The Board hereby approves the Agreement with Proxient.

**PASSED AND ADOPTED** on May 24, 2023, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President  
Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Vacancy, Natalie Gallegos Chavez (Student Director), Linh Le (Student Director)

**CERTIFICATION**

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Meeting of the Board of Education of the Oakland Unified School District held on May 24, 2023

Legislative File	
File ID Number:	23-1367
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**OAKLAND UNIFIED SCHOOL DISTRICT**



Mike Hutchinson  
President, Board of Education



Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

**SOFTWARE LICENSE AGREEMENT**

Proxient, Inc. (hereinafter "Proxient"), and Oakland Unified School District (hereinafter "LICENSEE ") hereby agree that, after execution of this agreement ("Agreement") by LICENSEE and acceptance by Proxient, the terms and conditions of the following sections A through G and those of any Proxient Schedules and Exhibits shall apply to the use of the Proxient's Products licensed under this Agreement. All capitalized terms used herein and not otherwise defined are defined in section G.

**A. LICENSEE'S RIGHTS, REPRESENTATIONS AND OBLIGATIONS.**

1. Proxient hereby grants and LICENSEE hereby accepts the nonexclusive, nontransferable license to use the current object code version of Proxient's Software (See Exhibit A) in accordance with this Agreement and only in conjunction with the Computer System(s), to:
  - (a) use the Products for internal business purposes;
2. Use of the Products is restricted to the number of users, and the Computer Systems which correspond to the machine class, if applicable, for which license fees have been paid (See Exhibit A).
3. Except as specifically permitted by this Agreement, LICENSEE shall not directly or indirectly:
  - (a) use any Confidential Information of Proxient to create any computer software program or user documentation which is substantially similar to any of Proxient's Product;
  - (b) reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code for, any of Proxient's Product;
  - (c) encumber, time-share, rent, or lease the rights granted by this Agreement;
  - (d) copy, manufacture, adopt, create derivative works of, translate, localize, port or otherwise modify or enhance any Products or other Confidential Information of Proxient or grant anyone a license to engage in similar conduct. Results of any benchmark or other performance tests run on the Products may not be disclosed to any third party without Proxient's prior written consent.
4. LICENSEE does not have, and shall not claim that it has any right in or to any of the Products or the Confidential Information received from Proxient other than as specifically granted by this Agreement. LICENSEE shall promptly notify Proxient of any actual or suspected unauthorized use of the Products or use or disclosure of the Confidential Information received from Proxient, and shall provide reasonable assistance to Proxient (at Proxient's expense) in the investigation and prosecution of such unauthorized use or disclosure.

**B. CONFIDENTIALITY.**

1. Except for the specific rights granted by this Agreement, neither party shall use any Confidential Information of the other party as defined in Section G. To the extent permitted by law, each party receiving Confidential Information from the other party shall use the highest commercially reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information. Within 15 calendar days of the request of the disclosing party and in its sole discretion, the receiving party shall either return to the disclosing party originals and copies of any Confidential Information and all information, records and materials developed from them by the receiving party, or destroy the same. Except as provided by law, either party may only disclose the general nature, but not the specific financial terms, or this Agreement without the prior consent of the other party, provided however, that Proxient may provide a copy of this Agreement to any financial institution in connection with a receivables financing transaction if such financial institution agrees in writing to keep this Agreement confidential.
2. Proxient and LICENSEE acknowledge the application of the California Public Records Act (Govt. Code Sect. 6250 et seq.) to this Agreement and the records developed in connection with it. In light of the Act, the parties agree that within five calendar days of its receipt of a request in proper form for records relating to the subject matter of this Agreement, LICENSEE shall notify Proxient in writing of the request and LICENSEE's intended response. LICENSEE shall have no obligation to refuse any request, or any portion of a request, if it is advised in writing by its legal counsel that the provision of requested records is legally required. In that event, by written notice to LICENSEE within five calendar days after receipt of LICENSEE's notice, Proxient may object to provision of the requested records and may thereafter, at its

- sole expense and in its sole discretion, undertake the legal defense to providing the requested documents, without further obligation on LICENSEE's part.
3. Money or damages will not be an adequate remedy if this section B is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or similar equitable relief against such breach.

### **C. LIMITED WARRANTIES AND REMEDIES.**

1. Proxient warrants that
  - (a) Proxient is the sole owner of all right, title and interest in its Products, and any programming, software or software enhancements and modifications furnished to LICENSEE under this Agreement, and that use of such Products, programming, software, software enhancements and modifications, will not violate or infringe the intellectual property or other property rights of any third party;
  - (b) it has full power and right to enter into this Agreement and
  - (c) during the first 90 days from the date LICENSEE receives an unmodified Products ("Warranty Period") manufactured by Proxient, the media for those Products will, under normal use, be free of defects in materials and workmanship and the Development Products will substantially conform to the User Documentation.
2. EXCEPT FOR THESE EXPRESS LIMITED WARRANTIES, LICENSEE ACCEPTS THE PRODUCTS "AS IS," WITH NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROXIENT MAKES NO WARRANTIES REGARDING THE APPLICATION(S) OR THE MEDIA OF THE PRODUCTS MANUFACTURED BY LICENSEE.
3. In the case of an alleged breach of sections C.1(a) or (b), Proxient shall, at its expense, indemnify, defend, save and hold harmless LICENSEE from and against any claim, loss, expense or judgment (including reasonable attorney fees) provided:
  - (a) LICENSEE promptly gives Proxient written notice of the claim;
  - (b) LICENSEE provides all reasonable assistance at Proxient's expense to defend against the claim; and
  - (c) Proxient has the right to control the defense or settlement of the claim provided that Proxient does not enter into any settlement or compromise that imposes any obligation or liability upon LICENSEE without LICENSEE's prior written consent.
4. LICENSEE's sole remedy for Proxient's breach of section C.1.(c) shall be that during the Warranty or Maintenance Period, upon notification from LICENSEE in writing via electronic mail or postal mail, Proxient shall, in its sole discretion, provide modifications, within 15 days or a longer time period as agreed upon by the parties in writing via electronic mail or postal mail, to keep the Products in substantial conformance with the User Documentation.
5. (A) EXCEPT FOR A BREACH OF SECTION A.3 OR B.1 OR WITH RESPECT TO PROXIENT'S INDEMNITY OBLIGATION UNDER SECTION C.3 OR CLAIMS ARISING FROM ANY LOSSES, INJURY OR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR A CLAIM OF ANY KIND RELATED TO THIS AGREEMENT, ANY PRODUCT OR ANY PRODUCT SERVICE, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF FEES PAID TO PROXIENT (IN THE CASE OF PROXIENT OR (IN THE CASE OF LICENSEE) PAID OR OWED BY LICENSEE HEREUNDER FOR THE PROXIENT'S PRODUCT OR SERVICE INVOLVED IN THE CLAIM. (B) EXCEPT FOR A BREACH OF SECTION A.3 OR B.1, AND IN NO EVENT CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN 1 YEAR AFTER THE PARTY SEEKING TO BRING AN ACTION OBTAINS KNOWLEDGE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION OCCURRED.
6. LICENSEE shall, at its expense, indemnify defend, save and hold harmless Proxient from any claim brought or filed by a third party against Proxient solely due to any failure by LICENSEE, its employees or agents to act in accordance with the terms of this Agreement, provided
  - (a) Proxient promptly gives LICENSEE written notice of the claim;
  - (b) Proxient provides all reasonable assistance as LICENSEE's expense to defend against the claim; and

- (c) LICENSEE has the right to control the defense or settlement of the claim provided that LICENSEE does not enter into any settlement or compromise that imposes any obligation or liability upon Proxient without Proxient's prior written consent.

#### **D. RECORDS, AUDITS AND PAYMENTS.**

1. LICENSEE shall maintain complete and accurate records indicating where each Product has been installed and the number of users for each Product (See Exhibit A).
2. Unless otherwise specified, LICENSEE shall pay to Proxient a license fee for Products ("License Fee") and fees for maintenance and support services at the annual price set forth in the Price List for that year (See Exhibit B).
3. LICENSEE shall have the right to finance its payment obligations hereunder through financing arranged through a financing company reasonably satisfactory to Proxient. LICENSEE's failure to obtain such financing, however, shall not defer or otherwise relieve LICENSEE of such payment obligations.
4. Unless otherwise specified, LICENSEE shall pay to Proxient a license fee for Products ("License Fee") and fees for maintenance and support services at the annual price set forth in the Price List for that year (See Exhibit B).
5. LICENSEE shall pay any amounts owed to Proxient on the date specified and in accordance with the terms of this Agreement and the then applicable Proxient schedule. Each party is solely responsible for its own expenses incurred in the performance of this Agreement. If LICENSEE fails twice within a six-month period to make any payment when due, in connection with the second and any subsequent failure within the same six-month period, Proxient may suspend delivery of Products or services until the past due payment is made. Any payment which falls due on a weekend or public holiday shall be due on the business day immediately preceding the weekend day or public holiday.
6. If a receiver or other liquidating officer is appointed for substantially all of the assets or business of LICENSEE, if LICENSEE makes an assignment for the benefit of creditors. If LICENSEE becomes insolvent or bankrupt or the rights or interest of LICENSEE under this Agreement become an asset under any bankruptcy, insolvency or reorganization proceeding, then LICENSEE must prepay all fees, and this Agreement and any Proxient Schedules shall be governed by the then current, applicable bankruptcy and insolvency laws.
7. Payments shall be in United States dollars and as per the payment schedule provided by Proxient (See Exhibit B). Any overdue amount shall bear interest at the maximum rate allowed by law. Costs of conversion, outside collection and related bank charges shall be paid by LICENSEE. LICENSEE shall be responsible for all taxes, tariffs and transportation costs related to this Agreement (including any value added or sales taxes) other than taxes on Proxient's income. All shipments by Proxient shall be F.O.B. origin.

#### **E. TERMINATION.**

1. This Agreement shall be effective from and after the latest date set forth in the signature block until (a date no later than five years from that date), unless otherwise terminated pursuant to this Agreement. The date termination becomes effective is called the "Termination Date." Termination of the Agreement shall terminate all Proxient schedules. This Agreement shall terminate:
  - (a) for material breach or for failure to pay any amount when due, upon 30 days written prior notice by either party to the other, unless the cause is cured within the 30 day notice period; or
  - (b) without cause, and in the sole discretion of LICENSEE upon advance written notice of no less than six months by LICENSEE to Proxient; Or
  - (c) immediately upon written notice by Proxient to LICENSEE if Proxient reasonably determines that LICENSEE has breached section A(3).
2.
  - (a) If this Agreement is terminated because of a breach of section A.3, all rights granted under this Agreement will terminate.
  - (b) If this Agreement is terminated for any other reason, all rights granted under this Agreement will terminate, except for LICENSEE's continued right to use Products for which the license fees have been paid to Proxient. Use after the Termination Date shall be subject to those provisions of this Agreement which survive termination.
3. Subject to section E.2.(b), within 30 days of the Termination Date, all products, related materials and Confidential Information in LICENSEE's possession or control shall be returned to Proxient or, upon Proxient's written request, destroyed by LICENSEE.

4. If LICENSEE's breach is the cause of termination, no additional Product shall be provided to LICENSEE on account of any remaining balance of any prepayment and such amount shall be retained by Proxient.
5. Sections A.3, 4. (first sentence only) and F5 and 7, will survive any termination of this Agreement.

#### **F. GENERAL PROVISIONS.**

1. Proxient and LICENSEE are independent contractors and will so represent themselves in all regard. Neither party may bind the other in any way.
2. LICENSEE may not assign this Agreement without the prior written consent of Proxient, which consent will not be unreasonably withheld. Notwithstanding the foregoing, LICENSEE may assign its rights under this Agreement to an acquirer of all or substantially all of its stock, assets or business or by operation of law resulting from a reincorporation of LICENSEE without Proxient's consent provided such entity agrees in writing to be bound by the provisions of this Agreement and further provided that such entity is not a direct competitor of Proxient. Any purported assignment in contravention of this section is null and void. A transfer of a controlling interest in the equity of LICENSEE shall be deemed an assignment for purposes of this subsection. Subject to the foregoing, this Agreement will bind and inure to the benefit of any successors or assign.
3. Neither party will be responsible for failure of performance, other than for an obligation to pay money, due to acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign government or shortage of materials.
4. Notices will be delivered to a party's address stated in the signature block of this Agreement, or to another address which a party properly notified the other that notices should be sent.
5. This Agreement is the complete and exclusive statement of the parties to this Agreement on these subjects, and supersedes all prior written or oral proposals and understandings relating thereto, including the End User Agreement enclosed with the "shrink-wrap" version of a Product This Agreement may only be modified by a writing signed by an officer of Proxient and an authorized representative of LICENSEE. This Agreement takes precedence over any purchase order issued by LICENSEE, which is accepted by Proxient for administrative convenience only. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, the remainder of the Agreement will continue in full force and effect. The offending provision shall be interpreted to whatever extent possible to give effect to its stated intent.
6. Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently require full and proper performance of that provision. Singular terms will be construed as plural, and vice versa, Section headings are for convenience only and will not be considered part of this Agreement.
7. This Agreement is governed by the laws of the State of California, without giving effect to its conflict of law provisions. The prevailing party in any suit under this Agreement shall recover all costs, expenses and reasonable attorney fees incurred in such action. Nothing in this Agreement will be deemed a waiver by either party of any and all available legal or equitable remedies.
8. Each party shall obtain, pay for and maintain during the life of this Agreement a policy or policies of insurance issued by an insurance company admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party shall furnish the other part with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

**G. DEFINITIONS.** "Affiliate" means any person, corporation or other entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with another person, corporation or entity. "Computer Systems" means the computer systems on which Proxient has made the Products generally commercially available. See Exhibit A for further definition. "Confidential Information" means Proxient pricing or information concerning new Proxient products, trade secrets and other property rights; and any business, marketing or technical information disclosed by Proxient or LICENSEE in relation to this Agreement and identified in writing as confidential by, or proprietary to, the disclosing party. Confidential Information

does not include information (a) already in the possession of the receiving party without an obligation of confidentiality, (b) hereafter rightfully furnished to the receiving party by a third party without a breach of any separate nondisclosure obligation, (c) publicly available without breach of this Agreement (i.e., information in the public domain), (d) furnished by the disclosing party to a third party without restriction on subsequent disclosure, or (e) independently developed by the receiving party without reliance on the Confidential Information.

**"Development Product"** means the standard proprietary Proxient computer software packages, and any customizations or enhancements made to it that is generally commercially available by Proxient within the Territory, which include the object code form of the computer programs on magnetic media and associated User Documentation.

**"Effective Date"** means the date reflected in the signature block of this Agreement.

**"End User"** means, as appropriate, either LICENSEE or any third party individual, business or governmental entity which acquires one or more copies of the Products for personal or internal business use, and not for transfer to others.

**"End User Agreement"** means the standard Proxient agreement accompanying each copy of the Products which specifies the terms and conditions by which an End User may use the Products.

**"Proxient Schedule"** means a form containing additional terms and connections of this Agreement which is (i) attached to this Agreement or, (ii) when placed after the Effective Date, refers to this Agreement and is agreed to in writing by LICENSEE.

**"New Product"** means a release and any associated User Documentation which Proxient in its sole discretion designates as a New Product is made generally commercially available by Proxient; and is marketed by Proxient as a New Product even if it is capable of being integrated with a Product.

**"Price List"** means the Proxient price list in effect at the time LICENSEE orders Products from Proxient. The price of Products deployed within the United States and Canada shall be as set forth in the Price List. The price for Products deployed outside the United States and Canada shall be 1.25 times the price set forth in the Price List.

**"Product"** means, as applicable, the Development Products, the Runtime Products or all such products as Proxient makes generally commercially available.

**"Runtime Product"** means a portion of the Development Product which is composed of various modules and libraries made generally commercially available by Proxient within the Territory as either runtime files or files which are included only in a linked form. Runtime Products do not include User Documentation.

**"Schedule Effective Date"** means the date reflected on the front of a Proxient Schedule.

**"User"** as defined in the Price List, and as of the Effective Date, means for User-based Products, the maximum number of concurrent Users at any one instance in time. using this definition, Proxient counts a batch process or an individual as one User. however, when an individual has multiple connections to a User- based Product, Proxient counts these connections as multiple Users. When customers use a multiplexing front end, such as a transaction manager, to reduce the number of direct connections to the database, Proxient counts the number of front-end connections as Users, rather than counting the smaller number of backend connections.

**"User Documentation"** means the Proxient user manual(s) and other written materials on proper installation and use of, and which are normally distributed with, the software portion of the Products.

**ACCEPTANCE:**

Licensor  
Proxient, Inc.  
375 McAllister Drive  
Benicia, CA 94510

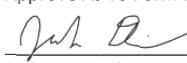
Licensee  
Oakland Unified School District  
1000 Broadway, Suite 450  
Oakland, CA 94607

  
Mike Hutchinson, President  
Board of Education 5/25/2023

  
Kyla Johnson Trammell, Secretary  
Board of Education 5/25/2023

By:   
Ajit K. Mandal  
Chief Executive Officer

By: \_\_\_\_\_  
<District Signee Name>  
\_\_\_\_\_  
<District Signee Title>

Approve As To Form By:  
  
Joshua Daniels  
Chief Governance Officer

05/18/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date: May 18, 2023

**EXHIBIT A:**

**PRODUCT(S) AND SERVICES**

1. **Budget Developer** - An advanced web based database application system that enables a School District to implement Site Based Budgeting at School sites and Central Office departments, allowing individual sites to make decisions based on their individual needs and goals, driven by actual and projected data for the budget year in consideration. The compounded results of these individual decisions can then be viewed at a District wide level, which is then refined and finalized and can then be automatically imported back into the District’s Financial System as the adopted budget.
  - a. Number of Licensed Users: All OUSD Employees
  - b. Number of LEA’s applicable for: 01 (**Oakland Unified School District**)
  - c. Number of Jobs applicable for: N.A.
  - d. Server License: NOT APPLICABLE
  - e. License Audit: NOT APPLICABLE
  - f. Correct and valid use of **Budget Developer**™ on "**Computer Systems**" as commercially made available by Proxient is delineated as such:
    - i. Application logic code and modules installed and maintained by Proxient
    - ii. Application Data and Financial System Bridge drivers installed, maintained and managed by Proxient
    - iii. District access to application is only thru latest Web Browser(s) Microsoft Edge, v111+, Google Chrome v111+, Apple Safari v16+.
  - g. Process for Data Input into **Budget Developer**™:
    - i. LICENSEE will provide Proxient will appropriate data and connectivity in a format and layout as indicated in Exhibit C.
    - ii. Proxient will process and upload data and provide LICENSEE with a web URL
  - h. This cost is inclusive of and limited to the changes that would be required to be programmed in the Budget Developer application to maintain its existing feature set.

**2. Annual Maintenance/Technical Support**

Annual fee includes:

- Licenses for number of sites as listed in **Exhibit B**
- Support & maintenance of **Budget Developer**™ application by employing all reasonable methods towards:
  - Functioning and proper execution of application code
  - Database operation, availability from database programming attributable to **Budget Developer**™
  - Proper maintenance and running of Web and SQL servers
- All efforts to provide fixes to existing and new issues, if any, that are discovered in the application and database structure directly attributable to software programming of **Budget Developer**™ application as defined within its original scope and functionality.
- The maintenance does NOT cover implementation of any new feature requests or modification of software outside of its original scope and functionality.

**3. Setup & Implementation**

Proxient will provide Setup & Implementation services outlined in Exhibit – D under Proxient responsibilities. LICENSEE agrees to responsibilities outlined in Exhibit – D under LICENSEE’s responsibilities.

INITIALS:



Ajit K. Mandal

INITIALS:



Superintendent of Schools

<District Signee Name>

**EXHIBIT B:**

**SETUP, CUSTOMIZATION AND LICENSING COST(S)**

ITEMS	UNITS	SUBTOTAL	FINAL COST
Budget Developer® Annual License  \$1,100/School Site  \$900/Central Office/Administration	<b>Phase 1:</b>		
	03 Schools*	\$3,300	\$3,300
	42 District Offices/Centers*	\$37,800	\$37,800
	<b>Phase 2:</b>		
	83 Schools*	\$91,300	\$91,300
App Hosting, 15-day nightly DB backups, Technical Support, Usability issue resolution			Included
One Time Setup & Implementation  Note: Timeline depends on customization level, Chart of Accounts & data bridge capabilities	<b>Phase 1:</b>		\$185,000
	4 – 6 month(s)		
	<b>Phase 2:</b>		\$25,000
	1 – 1.5 month(s)		
Administrator Training	1 Day		Included
Principal & Department Head Training, \$1,400/day (Optional)	4 Day(s)		\$5,600

Any additional tasks outside of the above scope or any other unknown issues that protract the project will be invoiced at a minimum rate of \$150/Hour. Any and all such project extensions will be duly brought to the notice of OUSD and be subject to prior written/electronic approval before being submitted for payment.

INITIALS:



Ajit K. Mandal

INITIALS:



Superintendent of Schools

<District Signee Name>

Approve As To Form By:



Joshua Daniels  
Chief Governance Officer

Date: May 18, 2023

**EXHIBIT B: (contd.)**

**PAYMENT SCHEDULE**

ITEMS DUE	PAYMENT PORTION
<b>Setup &amp; Implementation Fee Due on:</b>	
Sign of Contract	30%
Alpha Release†	50%
Go Live†	20%
<b>Annual License Fee Due on:</b>	
First Year Implementation on Go Live	100%
Following Fiscal years (May 2023 – June 2025)	
July 1st 2023	50%
January 1st 2024	50%

Contract end date is June 30, 2025.

INITIALS:



Ajit K. Mandal

INITIALS:



Superintendent of Schools

<District Signee Name>

Approve As To Form By:



Joshua Daniels  
Chief Governance Officer

Date: May 18, 2023

**EXHIBIT C:****INTELLECTUAL PROPERTY RIGHT (IPR) AND INTEREST PRESERVATION**

Except for the rights expressly granted under this Agreement, each party shall retain all right, title and interest in and to such party's "background intellectual property and proprietary technology" and trademarks.

Proxient's "background intellectual property and proprietary technology, for purposes of this agreement, consists of all ideas, concepts, application, code, design libraries and object code that is employed to design, run, execute, serve, maintain and archive this application with all its features and functionalities available to any user of the application, documents and training materials.

LICENSEE's background intellectual property and proprietary components consists of all LICENSEE specific content and data that is either imported, uploaded or manually entered into the Application.

Each Party reserves all rights not expressly granted herein, and any express reservations of rights set forth herein shall not be construed as limiting such reservation or conferring by implication, estoppel or otherwise any grant or license or other right under any patent or other right of intellectual property or confidential information other than those rights expressly set forth in this Agreement.

INITIALS:




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 Ajit K. Mandal

INITIALS:



Superintendent of Schools

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 <District Signee Name>

Approve As To Form By:



 Joshua Daniels  
 Chief Governance Officer
Date: May 18, 2023

**EXHIBIT D:  
SETUP & IMPLEMENTATION**

**PROXIENT Responsibilities:**

1. Allocate secure Budget Developer application/database hosting resources for the District.
2. Provide a lead contact to support implementation and interface with Districts’ point contact person.
3. Provide to the District data templates listed below:
  - a. Bargaining Unit (Unions) Table
  - b. Profile on Sites/Departments
  - c. Historical and Projected Enrollment by site and student groups
  - d. Profile on Budget Code segments
  - e. Details on Job Codes
  - f. Valid list of Chart of Accounts codes
  - g. Employee Profile Data
  - h. Budgeted, Filled and Vacant Position details
  - i. Certificated Staff Credentials
  - j. Valid Subject List
  - k. Credential to Subjects mapping
  - l. Current Year Budget, Actual & Encumbrance Details
  - m. Current year payroll details
  - n. Benefit Rates Groups/Accounts details
  - o. Organizational Goals
  - p. District's Site Plan Template
  - q. District's Network Authentication API (LDAP or Active Directory Server) settings
4. Validate datasets provided by the District
5. Quality assurance after datasets are loaded into the application
6. Review with District for correct load and data presentation
7. Provide 1 day of Super Admin. Training and help documentation.
8. Coordinate final acceptance and go live.

**LICENSEE Responsibilities:**

1. Identify point contact person to assist for Request for Information (RFI).
2. Provide the following in a timely manner to support agreed upon implementation schedule:
  - a. Completed datasets,
  - b. Responses to RFI’s and
  - c. Final acceptance
3. Appropriate service accounts & access to districts’ data systems to implement ability to pull, push & store data needed for setup, implementation & operation of Budget Developer.

INITIALS:



Ajit K. Mandal

INITIALS:



Superintendent of Schools

<District Signee Name>