

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALISTOGA JOINT UNIFIED SCHOOL DISTRICT, HOWELL MOUNTAIN
ELEMENTARY SCHOOL DISTRICT, NAPA VALLEY UNIFIED SCHOOL DISTRICT, POPE VALLEY
UNION ELEMENTARY SCHOOL DISTRICT, ST. HELENA UNIFIED SCHOOL DISTRICT, AND THE NAPA
COUNTY OFFICE OF EDUCATION FOR THE PROVISION OF A COMPREHENSIVE FINANCIAL AND
HUMAN RESOURCES MANAGEMENT SYSTEM

Purpose

The purpose of the Memorandum of Understanding (MOU) to document the division of roles, responsibilities, and costs between and amongst the Napa County Office of Education (NCOE) and the five Napa County public school districts listed above (Districts) for the implementation and ongoing operation of the Escape finance and human resource management software system.

Background

Prior to 2013, the Napa County Office of Education (NCOE) and all five Napa school districts used software produced by the CECC consortium to manage finance and HR functions. However, the Napa Valley Unified School District (NVUSD) was an independent member of the consortium. NCOE ran the servers and the support for NCOE and the four up-valley districts, and paid all the associated costs, while NVUSD maintained its own separate infrastructure and staffing, and paid its own separate licensing fee to CECC.

In the fall 2012 an RFP was issued on behalf of NCOE and the Districts for a new finance and HR system. Seven proposals were received including from QSS-QCC, Escape, Tyler-Munis, Digital Schools, and three separate PeopleSoft resellers/consultants. A committee made up of the CBOs of NCOE and the three unified school districts reviewed the proposals and selected Escape, Digital Schools (DS), and Tyler-Munis as finalists. These firms came to Napa to present multiday demos with district and COE leadership and multiple line staff present. Based on the demos, the underlying technology for each product, and the cost proposals, the committee selected DS. NCOE entered into a contract with DS in May of 2013, and an internal MOU was developed amongst NCOE and the five districts to distribute the costs of implementation, support, and ongoing licensing.

In early 2017, Escape was acquired by private equity firm Alpine Investors. In 2018, Alpine acquired Digital Schools. At the time the combined company assured us that they planned to continue to support both systems, although they hoped we would consider switching to Escape at some point as they only planned to market Escape, and not DS, as a county-wide solution in the future. In August of 2019 Alpine sold its ed-tech holdings, including Escape and DS, to Frontline Education, a national ed-tech company. In November of 2019 Frontline informed NCOE that they do not intend to make the necessary updates to DS to allow the system to continue to function after December 2020, when the Flash software underlying the DS user interface reaches its end of life.

NCOE and the districts have all agreed that Escape is the only viable alternative system available in terms of costs, features, and the likelihood of a successful implementation on a compressed timeframe. NCOE entered into a contract with Escape on behalf of NCOE and the Districts effective 12/30/19 (attached), with a planned implementation go live date of July 1, 2020.

Provisions

1. NCOE shall enter into contract with Escape on behalf of NCOE and the Districts for the implementation, licensing, hosting and support of the Escape Online 5.0/6.0 product (Attachment A.). The term of the contract shall be five and one-half (5½) years extending through the end of the 2024-25 fiscal year. NCOE and the Districts agree to utilize the county-wide implementation of Escape, as managed by NCOE, for the duration of the contract unless NCOE and the Districts mutually agree to switch to another product, or to otherwise alter or terminate this MOU. The Districts agree

to be bound by the terms of NCOE’s contract with Escape as they pertain to the roles and responsibilities of users of Escape.

- NCOE shall act as the county-wide Project Manager to coordinate all implementation activities. NCOE and each of the Districts all agree to fully cooperate in the implementation of Escape. NCOE and each District all agree to review all Escape implementation communications, plans, and calendars and to identify scheduling conflicts in a timely manner. Each District will make the necessary staff available for all required implementation activities. Escape will bill \$250 per hour/per person plus \$325 per person per day travel costs during implementation for Escape staff time. Based upon the implementation plan and scheduled developed by Escape in conjunction with the NCOE and District leads, Escape estimates total implementation costs of \$223,125. NCOE and the Districts will divide the implementation costs as billed by Escape plus associated logistical costs based on the percentages below:

District	%	Estimated Implementation Cost
CJUSD	11.00%	\$24,544
HMESD	2.00%	\$4,463
NCOE	50.00%	\$111,563
NVUSD	20.00%	\$44,625
PVUESD	2.00%	\$4,463
SHUSD	15.00%	\$33,469
	100.00%	\$223,125

The costs listed above are an estimate based on projected costs provided by Escape. Districts will be billed in arrears in July of 2020 for actual costs billed through June 30, 2020. Any additional implementation costs incurred after June 30, 2020 will be billed to Districts in the fall of 2020 after implementation is complete.

Districts acknowledge that Escape will bill \$250 per hour/per person plus \$325 per person per day travel costs during implementation for additional Escape staff time needed because District staff who are scheduled for an implementation activity do not attend as scheduled. Each District agrees that they will pay in full any extra implementation costs that are incurred because the District failed to make the requisite staff or other resources available for implementation activities.

- Escape licensing fees will be charged on an annual fiscal year basis commencing with 2020-21. Escape’s base licensing fee model is based on a per W2 fee for W2s produced by NCOE and the Districts. The annual county-wide licensing fee for Escape in the first operating year of the contract shall be \$324,640 based on the 2019 W2 count. Thereafter the licensing fee shall increase 4% per year for each successive year of the Escape contract. For fiscal years 2020-21 and 2021-22 NCOE and the Districts agree to divide the Escape licensing fees based upon the following amounts:

District	2020-21 FEE	2021-22 FEE
CJUSD	\$ 19,478	\$ 18,282
HMESD	\$ 3,246	\$ 3,519
NCOE	\$ 100,638	\$ 81,452
NVUSD	\$ 162,320	\$ 199,098
PVUESD	\$ 3,246	\$ 2,395
SHUSD	\$ 35,710	\$ 32,880
Total	\$ 324,640	\$ 337,626

Commencing with 2022-23 NCOE and the Districts agree to divide each fiscal year’s Escape licensing fees based upon each participating entity’s percentage of the total prior calendar year’s countywide W2 count (i.e. 2022-23 fee percentage = 2022 W2 percentage). For illustration purposes only, the 2019 W2 count percentages were as follows:

District	2019 W2 %
----------	-----------

CJUSD	4.8%
HMESD	1.1%
NCOE	17.2%
NVUSD	67.9%
PVUESD	0.4%
SHUSD	8.5%
	100.0%

If these percentages remained constant through the term of this MOU, the licensing fees for the final three years would be as follows:

District	Projected 2022-23 FEE	Projected 2023-24 FEE	Projected 2024-25 FEE
CJUSD	\$ 16,959	\$ 17,638	\$ 18,343
HMESD	\$ 3,807	\$ 3,960	\$ 4,118
NCOE	\$ 60,570	\$ 62,992	\$ 65,512
NVUSD	\$ 238,558	\$ 248,100	\$ 258,024
PVUESD	\$ 1,471	\$ 1,530	\$ 1,591
SHUSD	\$ 29,766	\$ 30,956	\$ 32,195
Total	\$ 351,131	\$ 365,176	\$ 379,783

Escape will bill NCOE for licensing fees on an annual basis at the start of each fiscal year, and NCOE will bill Districts their shared cost percentage for the fiscal year upon receipt of Escape’s invoice.

- NCOE shall provide Tier I support, as defined in Attachment B., to the Districts for Escape, and NCOE support staff will refer higher tier support requests to Escape staff. In order to provide timely Tier I support along with new user set up, ongoing training and related services, NCOE will employ a full time Systems Analyst (SA) dedicated to Escape support. Commencing July 1, 2020 through the termination of this MOU, the cost of employing the SA shall be paid by NCOE and the Districts in the cost sharing percentages specified below:

District	%	Estimated Support Cost
CJUSD	15.00%	\$15,393
HMESD	1.50%	\$1,539
NCOE	35.00%	\$35,917
NVUSD	30.00%	\$30,786
PVUESD	1.50%	\$1,539
SHUSD	17.00%	\$17,445
	100.00%	\$102,619

The costs listed above are an estimate based on current costs for the DS Systems Analyst. Districts will be billed quarterly in arrears based on actual salary and fringe benefit costs for the position.

- NCOE and Districts acknowledge that additional one-time support / conversion costs beyond the standard Escape implementation plan related to archiving historical data contained in the DS system. NCOE shall obtain approval from District leads prior to incurring such costs. Once approved these additional costs will be divided according the support cost sharing percentages in item 4. above, or according to a separate cost sharing arrangement to be determined by mutual agreement of NCOE and the Districts.
- NCOE and the Districts agree to implement the hosted / soft as a service version of Escape. Escape charges a fixed \$25,000 annual fee for hosting services. NCOE agrees to pay the annual hosting fee for the duration of this MOU.

MUTUAL INDEMNIFICATION

Districts shall defend, indemnify and hold NCOE and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Districts, Districts' officials, agents, or employees.

NCOE shall defend, indemnify and hold Districts, Districts' officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of NCOE, its officials, agents, or employees.

Conclusion

The term of this MOU shall be from December 1, 2019 through June 30, 2025. The terms and implementation of this MOU shall be reviewed annually by NCOE and the Districts. The terms and conditions of this MOU may be changed at any time by mutual agreement of NCOE and the Districts. Any changes in this agreement will be documented in a formal amendment to it, or by a revised agreement signed by an authorized signatory of NCOE and each of the Districts.

These terms and conditions stated above are hereby agreed upon by the undersigned.

Superintendent or Designee
Calistoga Joint Unified School District



Superintendent or Designee
Napa County Office of Education

Superintendent or Designee
Pope Valley Union Elementary School District

Superintendent or Designee
Howell Mountain Elementary School District

Superintendent or Designee
Napa Valley Unified School District

Superintendent or Designee
St. Helena Unified School District

EXHIBIT B: Tier One Support

NCOE shall provide Tier I support to the Districts for Escape, and NCOE support staff will refer higher tier support requests to Escape staff.

Tier One Support During Implementation

NCOE's System Analyst will:

- Coordinate all training sessions, and planning meetings directly with Escape and the districts
- Take on the role of collecting and organizing documents, data and decisions made by each district and providing Escape with their specific required information
- Assist in the dissemination of software to each district (*districts are responsible for their installs*) as well as other training materials and documentation
- Work directly with Escape staff and district staff to ensure the Escape Implementation Plan (schedule) milestones are met
- Serve as first point of contact for technical support requests and escalate as needed to Escape
- Setup user accounts and manage security permissions for districts choosing to have the county handle user account setup and management
- Participate in data entry and validation processes with each district, on a "as requested" basis

During the implementation period districts will have the opportunity to communicate directly with Escape staff during trainings and working sessions. Additionally, district staff will be communicating directly with Escape staff when Escape has made specific requests for data or information. Should Escape receive requests for setups/configurations/training beyond the current agreement with NCOE, they will be routed back to NCOE's Systems Analyst for approval.

Tier One Support Upon Completion of Implementation

All support requests will be directed to NCOE's Systems Analyst. Requests made to Escape directly will be referred back to NCOE's Systems Analyst.

NCOE's System Analyst will:

- Respond to all request for technical support and provide support as needed
- Escalate support tickets to Escape as needed. Common escalations may include:
 - Bug Fixes
 - Customizations
 - Signature updates
 - New HRA setups
 - Mass data uploads
- Provide training as requested by districts, or when training needs have been identified by NCOE's Systems Analyst or other NCOE content area experts. Trainings may be countywide or specific to a district and maybe delivered in person or online.

- As new modules are added to the online portal the systems analyst will provide training and configuration support
- Customize support documentation as needed to fill support requests from districts
- Provide ongoing communication to districts regarding updates to the system which would include functionality, new features, updates, and any outages that may arise
- Setup user accounts and manage security permissions for districts opting for the county office to create and manage
- Assist users within all districts with login issues such as first-time logins, password resets, and user online portal navigation
- Develop intro to Escape training for **new** district staff (staff that were not trained during implementation) utilizing existing Escape training materials and custom content
- Maintain and update online resource website (accessible via the Online Resources Module). This includes updating content as needed and creating new content (tutorials/guides specific to Napa county/districts)
- Provide county specific workflows to districts, which document the processes and procedures
- Help facilitate core user discussion and collaboration days by track (HR, Payroll, Finance) as needed

Requests escalated to Escape that require solutions outside of Escape's intended functionality may result in additional fees to be paid for by the district.