

**Revised Notice – Feb 1, 2008**

## FirstClass Provincial Agreement

ERAC has established a tentative agreement with the FirstClass Division of Open Text that will permit districts and independent schools to access the entire suite of FirstClass products very cost effectively. This approach will enable districts to incorporate the full functionality of the wide range of FirstClass products into their technology deployment plans and expand the services provided to staff, students and parents.

### Summary

FirstClass products are used in institutions around the world and have an installed base of over 8 million users, with approximately 75 percent of this volume in education. FirstClass has a highly integrated feature suite of products coupled with proven scalability, reliability and a very low total cost of ownership.

The tentative agreement being proposed by ERAC is a fixed-fee, ongoing, renewable model. Participation in this agreement is open to all ERAC member districts and independent schools.

The essential components of the agreement include the following:

- Shifting districts over to an annual fixed-fee model from an outright purchase model
- Giving districts full access to the entire suite of FirstClass products for a fixed annual fee
- A requirement for districts to commit to a three-year term
- A plan to renew the agreement at the end of the initial term, with price assurances
- A requirement for ERAC to act as the broker, funding the agreement and collecting from districts

This is a tentative, volume-based agreement and it will only proceed if:

- It is embraced by the majority of existing FirstClass users
- A number of new districts or independent schools decide to participate
- ERAC is in a position to commit to certain volumes.

### Timelines

#### **July 1, 2008 – June 30, 2011**

The term of the initial agreement will be for three years and is scheduled to commence on July 1, 2008. Districts will be required to commit to the initial term and indicate their desire to participate **on or before May 14, 2008.**

Districts will be invoiced on the commencement date for the initial year of the agreement. Invoices for the subsequent years will be due and payable on July 1<sup>st</sup> of each year.

## Pricing

Pricing for the proposed ERAC agreement is based on the student FTE count in each district or independent school:

| Annual Fees                                   |                |
|---|----------------|
| Small districts (FTE up to 5,000)             | \$3.50 per FTE |
| Minimum participation fee for small districts | \$2,000        |
| Medium districts (FTE 5,001 – 49,999)         | \$2.65 per FTE |
| Large districts (FTE 50,000 plus)             | \$2.50 per FTE |

The annual fee shall remain fixed for the term of the agreement but the invoice total for each district will be adjusted annually and be based on the district's previous September 30<sup>th</sup> FTE student enrolment. Prices shown are subject to all applicable taxes.

The agreement does not include products from third parties, channel partners or professional services such as installation, consulting or training.

As districts increase their utilization of the FirstClass licenses and services there will be a need to extend the initial agreement. Pricing for the next agreement will be determined by the number of participants in the ERAC pool at that time. FirstClass has confirmed, however, that the rate for the next three-year period shall not exceed the current rate plus an increase comparable to the consumer price index percent for the year preceding the renewal.

When the new ERAC agreement is implemented, districts that have an existing, prepaid maintenance (M&S) agreement covering their FirstClass products will receive credit for the unexpired portion of their agreement.

## Details

The agreement provides participants with full access to the entire suite of FirstClass products. Upon request and throughout the term, participants will be provided with renewable licensing on the agreement for any of the suite of FirstClass software products.

The following site licenses are included in this agreement

- FirstClass messaging and collaboration core product for staff, students and parents
- FirstClass Ed for staff, students and parents
- FirstClass Unified Communications for staff, including any user licenses and port licenses
  - (Third-party hardware, text to speech engines and VOIP fax licenses are not included.)
- FirstClass Archive Services for staff, students and parents
- FirstClass Application services
- FirstClass Log analyzer
- FirstClass Hi-capacity server
- FirstClass Parent Portal licensing
- FirstClass Sync Services

For more information or to view self running presentations on the FirstClass products included in the Provincial bundle go to:

<http://www.firstclass.com/~bill/>

Districts can request any of the licensing up to the following limits:

- Staff licensing in any product may not exceed the number of staff in the district.
- Student licensing in any product may not exceed the number of students in the district
- Parent licensing in any product may not exceed one parent license per student, to be shared by each set of parents. Dual licenses will be provided where parents are estranged.
- Log analyzer may not exceed one license per server
- Hi-Capacity server may not exceed one license per server
- Unified Communications licenses may not exceed the total number of staff
- Application Services license may not exceed one license per server.

The potential agreement sets aside a district's current FirstClass licenses, meaning districts will stop paying their previous annual maintenance and support fees. The annual fees under the proposed ERAC agreement include access to all of the licensing as well as the related maintenance and support.

During the term of the agreement, FirstClass will provide participants with any upgrades, enhancements or new releases to the licenses listed above at no additional charge.

If a participant decides to opt out of the ERAC agreement at some future date, the participant would be expected to:

- Revert back to using only the perpetual licenses they owned and previously purchased.
- Deal directly with FirstClass to have the maintenance and support reinstated for these licenses.
- Uninstall any software installed while participating in the ERAC agreement.

### Ordering Info

Individual districts will be contacted by ERAC, Compuplan and FirstClass to discuss the benefits of this proposed agreement, to explore how it aligns with your technology plan to address your operational needs and how it could improve services to your staff, students and parents. Districts wanting to participate in the initiative will be required to sign an agreement that will identify the specific costs for your district. Those forms will be provided to interested participants at a later date. The agreement with FirstClass requires that ERAC executes the master a contract and makes one lump sum payment on behalf of all participants. ERAC will then recover the funds by invoicing each school district.

### Contact

For further information about the FirstClass line of products please visit [www.firstclass.com](http://www.firstclass.com) or for information about this tentative agreement contact ERAC at [info@bcerac.ca](mailto:info@bcerac.ca) or 604-713-5920. You may also contact the individuals listed below:

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