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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Josh Daniels, Chief Governance Officer

Meeting Date June 29, 2022

Subject Order Form/Subscription Agreement – Thomson Reuters

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *Vendor will provide a subscription to Westlaw, an on-line Legal research service used by the Legal Department.*

Term Start Date: 04/01/2022 End Date: 06/01/2025

Not-To-Exceed Amount \$23,624.36

Competitively Bid [Yes/No] **NO**
Order form/subscription agreement under \$\$96,700

In-Kind Contributions *No In-Kind Contributions*

Funding Source(s) *General Purpose Funds*

Background The Legal Department used Westlaw as a legal research tool and has done so since 2019.

Attachment(s)

- Order Form/Subscription Agreement



Order Form

Order ID: Q-02620333

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000071584
OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL COUNSEL
1000 BROADWAY STE 300
OAKLAND CA 94607-4033 US

“Customer”

Shipping Address

Account #: 1000071584
OAKLAND UNIFIED SCHOOL
DISTRICT
GENERAL COUNSEL
1000 BROADWAY STE 300
OAKLAND CA 94607-4033 US

Billing Address

Account #: 1000071584
OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL COUNSEL
1000 BROADWAY STE 300
OAKLAND, CA 94607-4033
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$614.54	36 4/1/22-6/1/25

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$415.24	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products

is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-02620333



Signature of Authorized Representative for order

Joshua R. Daniels

Printed Name

Chief Governance Officer

Title

Mar 2, 2022

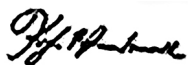
Date

This Order Form will expire and will not be accepted after 4/26/2022.



6/30/2022

Gary Yee, President, BOE



6/30/2022

Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Authorized West Publishing Representative

Signature: Charles W Holmsten

Printed Name: Chuck Holmsten

Title: Senior SCM Consultant

Date: 3/4/2022



Attachment

Order ID: Q-02620333

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000071584

Order Confirmation Contact (#28)

Contact Name: Duckworth, Anjanette
Email: anjanette.duckworth@ousd.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Anjanette Duckworth
Email anjanette.duckworth@ousd.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000071584	OAKLAND UNIFIED SCHOOL DISTRICT	1000 BROADWAY STE 300 OAKLAND CA 94607-4033 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
5	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
5	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Anjanette	Duckworth	anjanette.duckworth@ousd.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$614.54	3.00%	\$632.98	3.00%	\$651.97	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

2022 Renewal - Oakland Unified School District__West Order Form._2022-02-25

Final Audit Report


2022-03-03

Created:	2022-03-02
By:	anjanette duckworth (anjanette.duckworth@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJNW3FeJQbbycvIAcLzIZQ9sKBYGBkPfp

"2022 Renewal - Oakland Unified School District__West Order Form._2022-02-25" History

 Document created by anjanette duckworth (anjanette.duckworth@ousd.org)

2022-03-02 - 11:51:34 PM GMT- IP address: 104.192.8.124

 Document emailed to Josh Daniels (josh.daniels@ousd.org) for signature

2022-03-02 - 11:52:09 PM GMT

 Email viewed by Josh Daniels (josh.daniels@ousd.org)

2022-03-03 - 0:14:31 AM GMT- IP address: 66.249.84.75

 Document e-signed by Josh Daniels (josh.daniels@ousd.org)

Signature Date: 2022-03-03 - 0:20:21 AM GMT - Time Source: server- IP address: 104.192.9.106

 Agreement completed.

2022-03-03 - 0:20:21 AM GMT