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Enactment Date	10-6-2022 CJH

Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date October 6, 2022

Subject Amendment No. 1 to Microsoft Enrollment for Education Solutions Agreement with Softchoice, Inc.

Ask of the Board Approve Amendment No. 1
 Ratify Amendment

Background and Recommendation The Technology Services department has previously purchased districtwide Microsoft licensing under the California IT in Education (CITE) association and Microsoft Strategic Alliance (CAMSA) and are purchasing the same services as previously provided, plus the addition of the Azure security portal which will enable better integration with our Active Directory (AD) solution for account management and help streamline user password resets.

CITE seeks to provide California school districts with optimal pricing, and as such partnered to form CAMSA supported by Softchoice, Inc. CAMSA is an agreement between CITE, Microsoft and Softchoice to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program. Note that CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules.

The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Many of our core technologies, including server and desktop operating systems, office productivity tools such as Word and Excel, networking tools, database engines, software development environments, etc. are provided by Microsoft. This item renews OUSD District-wide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as

AMENDMENT NO. 1

to

Microsoft Enrollment for Education Solutions Agreement

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
Softchoice, Inc.
- The Parties entered into the Original Agreement on the below date:
October 24, 2019
- The Enactment Number of the Original Agreement is below:
19-1626

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
- The scope of work of the (Amended) Agreement is unchanged.
 - The scope of work of the (Amended) Agreement 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; select the appropriate option below:
 - Revised scope of work attached
 - VENDOR agrees to provide the following amended services:

In accordance with the attached renewal quote, Vendor will extend OUSD District-wide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as Enterprise CALs, System Center Configuration Manager (SCCM), which provides centralized software deployment and management of District PCs, and also adds the Azure security portal for three years at a cost

of \$186,243.15 per year].

2. **Term (duration):** The term of the (Amended) Agreement is unchanged

The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:
Original End Date: [October 23, 2022].
New End Date: [October 23, 2025].

3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged

The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:
\$558,729.45.

Decrease not-to-exceed amount by:
\$N/A.

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is \$1,024,867.80.

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:

a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in

prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

- a. Notwithstanding Paragraph 14 (COVID-19) of this Amendment, or any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing

Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.
7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
 8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
 9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 10. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.

11. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: | David Butkiewicz | Signature: |  |

Position: | Contracts Program Manager | Date: | 9/8/2022 |

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation) of the Agreement, which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee | Signature: |  |

Position: Enter OUSD signatory position | Date: || 10-7-2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

Signature: 

Position: Acting Superintendent and
Secretary, Board of Education

Date: 10-7-2022

Template approved as to form by OUSD Office of the General Counsel.



Softchoice
20 Mowat Avenue
Toronto, ON M6K 3E8

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1162072
Date	04-Aug-2022

Quote

Ship To :

Oakland Unified School District
1000 BROADWAY FL 4
OAKLAND, CA 94607-4099

Bill To:

Oakland Unified School District
1000 BROADWAY FL 4
OAKLAND CA
94607-4099

Quote Prepared For	Oakland Unified School District
Quote Sent By	Phone: Email: Madeline Pokora madeline.pokora@softchoice.com Phone: 312-655-9002 Fax:
Anniversary Date	
Authorization Number	
Agreement End Date	
Comments	

CAMSA Quote Renewal / Extension (48378984) 8/1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279133	6QK-00001	Azure prepayment	1	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$1,224.00	\$1,224.00
2000279402	3R3-00001	AzureActvDrctryPremP1A ShrdSvr ALNG SubsVL MVL PerUsr	6000	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$6.04	\$36,240.00
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	3000	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$49.07	\$147,210.00

2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	55000	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	2000	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$0.00	\$0.00
2000279326	MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	5	Upfront	01-Nov-2022	31-Oct-2023	United States	Term License & Maintenance	\$313.83	\$1,569.15
GROUP TOTAL										\$186,243.15

SUBTOTAL	\$186,243.15
DELIVERY: Ground - 3 to 5 days	\$0.00
State Tax	\$0.00
Local Tax	\$0.00
All currency in this quote is in (USD).	TOTAL \$186,243.15

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es -signer1}}

Board Office Use: Legislative File Info.	
File ID Number	19-2361
Introduction Date	11/13/2019
Enactment Number	19-1626
Enactment Date	11/13/19 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Board Meeting Date November 13, 2019

Subject Approval by the Board of Education of Microsoft Enrollment for Education Solutions Agreement between Softchoice, Inc. and Oakland Unified School District
Contractor: Softchoice, Inc.
Services For: October 24, 2019 - October 23, 2022

Action Requested and Recommendation Approval by the Board of Education of Microsoft Enrollment for Education Solutions Agreement between Oakland Unified School District and Softchoice, Inc., Chicago, IL for the latter to provide districtwide Microsoft licensing for the period October 24, 2019 to October 23, 2022 for an amount not to exceed \$155,379.45 annually for a total three-year cost of \$466,138.35.

Background
(Why do we need these services? Why have you selected this vendor)

The Technology Services department has previously purchased districtwide Microsoft licensing under the CETPA and Microsoft Strategic Alliance (CAMSA) and are purchasing the same services as previously provided.

The California Education Technology Professionals Association (CETPA) seeks to provide California school districts with optimal pricing, and as such partnered to form the CETPA and Microsoft Strategic Alliance (CAMSA) supported by Softchoice, Inc. CAMSA is an agreement between CETPA, Microsoft and Softchoice to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program. Note that CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules.

The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Many of our

core technologies, including server and desktop operating systems, office productivity tools such as Word and Excel, networking tools, database engines, software development environments, etc. are provided by Microsoft. This item renews OUSD District-wide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as Enterprise CALs, System Center Configuration Manager (SCCM), which provides centralized software deployment and management of District PCs, for three years at a cost of \$155,379.45 per year.

Competitively Bid

No. Using CAMSA statewide licensing agreement which was competitively bid.

Fiscal Impact

\$155,379.45 from 2019-20 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$155,379.45 from 2020-21 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$155,379.45 from 2021-22 Funding Resource
10-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachments

- Microsoft Enrollment for Education Solutions Agreement
- Microsoft Program Signature Form
- Quote for Microsoft Renewal Under CAMSA Agreement

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	48378984	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	5779192		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select only one initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

"Customer," as used in certain supplemental forms (for example, the signature form), has the same meaning as "Institution."

"Education Platform Product" means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

"Education Qualified User" means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

"Expiration Date" means the date upon which the Enrollment expires.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"Organization-wide Count" means the total number of Education Qualified Users in the Organization as listed in the "Licensing options; rights and restrictions" table included in this Enrollment.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Qualified Device" means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. "Qualifying Enrollment" means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution's Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

"Student Count" means the total number of Students in the Organization as listed in the "Licensing options; license rights and restrictions" table included in this Enrollment.

"Student Qualified Device" means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. **Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. **Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. **Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. **Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) **Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 - 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 - 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 - 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input checked="" type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. End of Enrollment term and termination.

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
- (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select only one option.*

<input type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input checked="" type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution plus the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	3600
2. Students	<input checked="" type="checkbox"/>	55000

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. Contact Information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Oakland Unified School District

Contact name: First* Colleen Last* Calvano

Contact email address* colleen.calvano@ousd.org

Street address* 1000 BROADWAY FL 4

City* OAKLAND

State/Province* CA

Postal code* 94607-4099-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (510) 879-2202

Tax ID

** Indicates required field.*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Colleen Last* Calvano

Contact email address* colleen.calvano@ousd.org

Street address* 1000 BROADWAY FL 4

City* OAKLAND

State/Province* CA

Postal code* 94607-4099-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (510) 879-2202

Language preference. Choose the language for notices. English

This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

* Indicates required field

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Colleen Last* Calvano

Contact email address* colleen.calvano@ousd.org

Phone (510) 879-2202

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required field

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted) * 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name: First* Licensing Last* Administrator

Phone 416-588-9002 ext. 2307

Contact email address* msselquestconfirmation@softchoice.com

* indicates required field

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact

(ii) Software Assurance Manager

(iii) Subscriptions Manager

(iv) Customer Support Manager (CSM) contact

- f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.
Microsoft account manager name:
Microsoft account manager email address: @Microsoft.com

Program Signature Form

MBA/MBSA number		
Agreement number	5523254	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* Oakland Unified School District	
Signature* _____	
Printed First and Last Name*	<i>Aimee Eng</i> 11/14/19
Printed Title	<i>Kyla Johnson-Trammell</i> 11/14/19
Signature Date*	Aimee Eng President, Board of Education
	Kyla Johnson-Trammell Secretary, Board of Education
Tax ID	

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** Indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** Indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Joshua R. Daniels 11/5/19
Joshua R. Daniels, General Counsel



Softchoice Corporation
 100 Spear St, Suite 200
 San Francisco, CA, 94105

Sales/Order desk
 Phone: (800) 268-7638 Fax: (800) 268-7639

Quote	8866252
Date	05-Nov-2019
Reference	01086520

QUOTE

Ship To: 1053270

Bill To: 1053270

OAKLAND UNIFIED SCHOOL DISTRICT
 1000 BROADWAY FL4
 OAKLAND, CA 94607-4099

OAKLAND UNIFIED SCHOOL DISTRICT
 1000 BROADWAY FL4
 OAKLAND, CA 94607-4099

Attn: COLLEEN CALVANO

Attn: COLLEEN CALVANO

All currency in this quote is in US dollars.

Quote Prepared For	Colleen Calvano Phone: (510) 879-2202 Fax:
Quote Sent By	Douglas Burge Douglas.Burge@softchoice.com Phone: (312) 655-9002 x323356 Fax: (800) 268-7639
Comments:	CAMSA renewal

Item #	Mfg Sku #	Description	Qty	Unit Price	Extended Price
VW4820	AAD-38391 ES-FNM	M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EES FAC NSM	3000	\$48.10	\$144,300.00
VW5182	AAD-38397 ES-SNM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR STUUSEBNFT ALL LANGUAGES SAAS MS EES P2 CSN	55000	\$0.00	\$0.00
TH0640	3R3-00001 ES-ANM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - WINAZURE ACTIVEDIRECTORYPREMA SHRDSVR MONTHLY SUBSCRIPTION1LICENSE PERUSR ALL LANGUAGES SAAS MS EES P2 CAM	2000	\$4.13	\$8,260.00
UC4961	MX3-00115 ES-ANY	MS VISUAL STUDIO ENTERPRISE W/MSDN - VSENTWMSDN ALNG LICSA PK MVL ALL LANGUAGES E-CERTIFICATE MS EES P2 CAN	5	\$307.74	\$1,538.70
WA6599	54R-00098 ES-ANM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - MSIMGNACDMY ALNG SUBSVL MVL SRVCS ALL LANGUAGES E-CERTIFICATE MS EES P2 CAM	1	\$1,280.75	\$1,280.75
MEMO		12 months coverage			

SUB TOTAL \$155,379.45
 DELIVERY: Economy NO CHARGE
TOTAL - USD \$155,379.45

All currency in this quote is in US dollars.

Lease and Financing payment options are available, please call for special pricing*

*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options may be available upon request. Shipping and applicable taxes are not included in the above estimate. Payment options in the United States of America are in US Dollars and not billable in other currencies. All monthly lease payment options are subject to credit approval and execution of a lease contract.



Softchoice Corporation
100 Spear St, Suite 200
San Francisco, CA, 94105

Sales/Order desk
Phone: (800) 268-7638 Fax: (800) 268-7639

Quote	8866252
Date	05-Nov-2019
Reference	01086520

QUOTE

Pricing, availability and special offers are subject to change at any time.

Softchoice Corporation is legally obligated to collect fees levied under the Electronic Waste Recycling Fee Program (California State Board of Equalization) associated with the transaction(s) listed on this document

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at: <http://m.softchoice.com/files/pdf/terms/TermsAndConditionsForProductPurchases.pdf>

If you will be prepaying for this order by check, please ensure to phone or e-mail your order request to Sales. After placing your order, write the order number given to you by Sales on the front of the check and remit payment to:

Attention: Finance
Softchoice Corporation
16609 Collections Center Drive
Chicago, IL
60693-0166