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File # 12-2520  
Introduction Date 9-27-12  
Enactment No 12-2468  
Enactment Date 9-27-12  
By [Signature]

Oakland Unified School District  
Office of the Board of Education

September 12, 2012

**TO:** Board of Education  
**FROM:** Anthony Smith, Ph.D., Superintendent  
Vernon Hal, Deputy Superintendent, Business and Operations  
Gee Kin Chou, Information Technology Officer

**SUBJECT:** Contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to provide E-Rate Compliance Services regarding the Federal Communications Commission (FCC) E-Rate Program, by managing the District's application process for E-Rate Funding Year 16, 2013-2014, for the period commencing July 1, 2012 and concluding June 30, 2013, in an amount not to exceed \$90,000.

**ACTION REQUESTED**

Approval of the Contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to provide E-Rate Compliance Services regarding the Federal Communications Commission (FCC) E-Rate Program, by managing the District's application process for E-Rate Funding Year 16, 2013-2014, for the period commencing July 1, 2012 and concluding June 30, 2013, in an amount not to exceed \$90,000.

**BACKGROUND**

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services. School districts that apply for discounts may receive between 20% – 90% in discounts on telecommunications services, Internet access and internal connections. E-Rate discounts on these services are based on the economic level reported under the NSLP program.

Kimberly Friends, Certified E-Rate Management Professional (CEMP), CSM Consulting, Inc. Vice President of E-Rate Compliance Services, who has managed the E-Rate

Application process for the District since 2005, is a nationally recognized expert in the Universal Service Administrative Company's E-Rate program. Ms. Friends participated in the ground floor of the program, training school districts throughout San Bernardino County to effectively and efficiently take advantage of the funds provided through the reauthorization of the Telecommunications Act of 1996. Ms. Friends joined California School Management Group (CSMG) in 2003 and serves a large number of school districts and county offices of education in her role as an E-Rate expert. Ms. Friends has participated as a statewide Trainer for the California Department of Education, various major telecommunications carriers and County Offices of Education.

The E-Rate Compliance services regarding the application process related to all Priority One and Priority Two applications of the FCC E-Rate filings with the Schools and Libraries Division for filing year 2013-2014, also known as Funding Year Sixteen (16), under this agreement will include:

- ◆ Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486, and 500.
- ◆ Advise and coordinate the preparation and filing of:
  - Item 21 Attachments
  - Form 472 (Billed Entity Applicant Reimbursement Form and/or vendor specific discount forms.
  - Implementation Deadline Extension Requests (ImDER)
  - Invoice Deadline Extension Requests (IDER)
  - Spin Provider Identification Number (SPIN) Change Requests
  - Service Substitution Requests
  - Service Certifications (Standard)
- ◆ Response to the following requests from USAC:
  - Program Integrity Assurance (PIA)
  - Selective Review Information Requests (SRIR) related to a contracted filing year
  - Payment Quality Assurance (PQA)
- ◆ Invoice Reconciliation for previous funding year disbursements
- ◆ Act as the District's main point of contact with the SLD
- ◆ Advise District on E-Rate compliance including updates on rule or regulatory changes.

## **FISCAL IMPACT**

The E-Rate Facilities account will fund the \$90,000.

**RECOMMENDATION**

Staff is recommending approval of the Contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to provide E-Rate Compliance Services regarding the Federal Communications Commission (FCC) E-Rate Program, by managing the District's application process for E-Rate Funding Year 16, 2013-2014, for the period commencing July 1, 2012 and concluding June 30, 2013, in an amount not to exceed \$90,000.

**ATTACHMENT**

CSM Consulting, Inc. Contract for E-Rate Compliance Services.

File ID Number: 12-2520  
Introduction Date: 9-27-12  
Enactment Number: \_\_\_\_\_  
Enactment Date: \_\_\_\_\_  
By: \_\_\_\_\_



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **Oakland Unified School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT'S RESPONSIBILITIES**

1. Shall provide to District completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2013-2014 also known as Funding Year Sixteen (16). Services provided under this agreement to include the following:
  - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Advise and coordinate the preparation and filing of:
    - Item 21 Attachments
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  - Response to the following requests from USAC:
    - Program Integrity Assurance (PIA)
    - Selective Review Information Request (SRIR) related to a contracted filing year (current)
    - Payment Quality Assurance (PQA)
  - Invoice Reconciliation for previous funding year disbursements

2. Up to two onsite meetings with District per funding year to assess technology and telecommunications needs as they relate to the upcoming application period.
3. Act as District's main point of contact with the SLD.
4. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

**II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD for Year 16 in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

**III. MISCELLANEOUS**

1. **Term.** Until all issues with Year 16 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Termination: Oakland Unified School District** may, in sole discretion, terminate this Agreement at any time upon 45 days written notice to CSM Consulting, Inc. CSM Consulting, Inc. may, in its sole discretion, terminate this Agreement at any time upon 60 days written notice to **Oakland Unified School District**.
5. **Other Services.**
  - A. At the written request of the District, the Consultant will provide additional Professional Services based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant	\$150 per hour
Lead Consultant	\$120 per hour
Specialist II	\$90 per hour
Specialist I	\$60 per hour

Such service costs are not included in the cost of services amount in the contract for E-Rate Compliance Services in Appendix A of this agreement. These Professional Services may include but are not limited to the following:

- Coordination of response to Special Compliance Reviews
- Development of RFP's, RFI's and RFQ's
- Assistance with procurement process
- Preparation of USAC and/or FCC appeals
- Technology needs assessment review subject to guidelines provided by the District
- Technology Plan and Technology Plan preparation
- On-site audit support
- On-site meetings exceeding the quantity specified under "Consultant's Responsibilities" (including attendance at Board meeting or other special meetings)
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Travel expenses for any non-inclusive on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)

B. The District will have Consultant assess the District Technology Plan's alignment with upcoming E-Rate applications. The Consultant will evaluate the Technology Plan Budget to ensure conformity to State and E-Rate requirements and make recommendations for adjustments to the plan in light of findings, and provide the District with alternate language as appropriate for filing a revision with CTAP (or approving agency if applicable). *(Please note this is for updates to current plans only.)* The service will be provided at a fixed cost of **\$1,500 per year**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

**Please check the appropriate box for designation of service**  Yes  No

C. Assess and process for District issues with prior E-Rate applications not previously contracted by with Consultant. Consultant to be paid 10% of recovered funding or an amount not to exceed the current annual contract value per prior funding year involved.

**Please check the appropriate box for designation of service**  Yes  No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Oakland Unified School District  
Technology Services  
1011 Union Street  
Oakland, CA 94607**

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at \_\_\_\_\_, on the day and year set forth above.

  
\_\_\_\_\_, **President**  
**Gary T. Cichella**

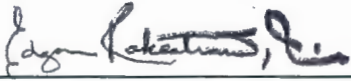
\_\_\_\_\_, Title \_\_\_\_\_  
\_\_\_\_\_, Print Name

**Oakland Unified School District**

**The Oakland Unified School District**

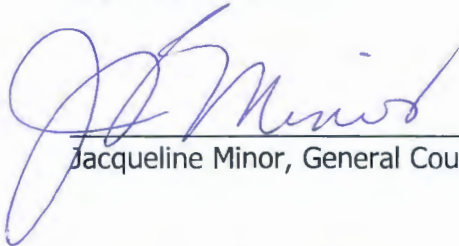
  
9/28/12


Jody London  
President, Board of Education

  
9/28/12

Edgar Rakestraw  
Secretary, Board of Education

Approved As to Form

  
Jacqueline Minor, General Counsel

File ID Number: 12-2520  
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## APPENDIX A

### PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for **Oakland Unified School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to \$90,000. Invoices for services will be provided monthly beginning at final execution and continue through June 30, 2013.

**July 12, 2012**

  
\_\_\_\_\_, President  
**Gary T. Cichella**

**CSM Consulting, Inc.  
3130-C Inland Empire Blvd.  
Ontario, CA 91764**

**AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564* a California Corporation ("Consultant") and **Oakland Unified School District**, a school district under the laws of the State of California ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014 and 2015 are resolved or June 30, 2017. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

**Oakland Unified School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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**Please check the appropriate box for designation of service**  **Yes**  **No**

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CSM Consulting, Inc.  
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13. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

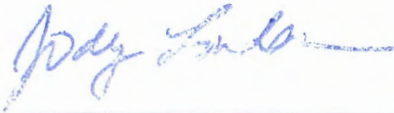
Executed at \_\_\_\_\_, on the day and year set forth above.

  
\_\_\_\_\_, **President**  
**Gary T. Cichella**

\_\_\_\_\_, Title \_\_\_\_\_  
\_\_\_\_\_, Print Name \_\_\_\_\_

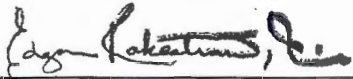
**Oakland Unified School District**

**The Oakland Unified School District**



9/28/12

Jody London  
President, Board of Education



9/28/12

Edgar Rakestraw  
Secretary, Board of Education

Approved As to Form



Jacqueline Minor, General Counsel

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**July 12, 2012**

  
\_\_\_\_\_, President  
**Gary T. Cichella**

**CSM Consulting, Inc.**  
**3130-C Inland Empire Blvd.**  
**Ontario, CA 91764**



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### **Oakland Unified School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## California School Management Group

*Advisors and Consultants*

CSM, Inc. is the premier e-rate consulting firm in California. We are working with 170 districts throughout the State including San Diego Unified, Fresno Unified, Garden Grove Unified, San Bernardino City Unified, Santa Ana Unified...among others. Additionally, here are some statistics regarding applications that we filed in FY2008 (Y11).

We filed 275 Form 471 applications

We filed a total of 1,171 funding requests (FRNs) for a grand total of commitment requests **\$163,085,812.87** which is 7% of the 2.25B nationwide funding cap.

The total percentage of the students in California served by our applications is **30%**... We are a firm dedicated to our client's success. We have developed a rapport with District staff over the last three years which allows us to work seamlessly with the various departments throughout the District when gathering information to ensure the success of the applications that we file. We *understand* Oakland Unified School District and all that goes along with preparation of applications in a District of this size and complexity. We have also developed a rapport with the Administrators of the program in Washington DC and are able to leverage that/those relationships on behalf of our clients as we have a stellar reputation on both coasts.

Utilizing CSM, Inc. ensures that Oakland Unified School District at any given time has access to our expert staff of 17 people Statewide, who are available to assist in any capacity. The e-rate process is a year long process that involves multiple deadlines, forms and to be honest, opportunities for error and loss of funding if all criteria are not met. In Oakland Unified, the potential effect of **NOT** managing everything correctly could be devastating...multi-million dollars devastating. Finally, at any given time, there are three years' worth of active applications that are being managed in some capacity – whether awaiting service provider invoicing and credit of discounts, appeals, extensions or any other manner of change or completion. The potential for loss is overwhelming and honestly, an unacceptable risk given the budget climate Districts are faced with.



# E-Rate Program Services

CSM offers a complete end-to-end solution to all of your E-Rate program needs. From the creation of your school's technology plan through the final receipt of all of the approved dollars that your organization is eligible to receive, your CSM E-Rate program consultant will guide you through the entire E-Rate process.



## [CSM](#) | [Consulting](#) | [E-Rate](#)

### Why Choose CSM?

- We work with 13 of the top 100 applicants (in committed dollars for FY 2010/2011)
- We were second in the nation in total dollars managed by a single consulting firm.
- We work with clients in 7 states -- and counting!

### Our E-Rate Services

Due to the complexity of the E-Rate program, applying for and monitoring your district's E-Rate funding can be a daunting task. With more than 70 combined years of experience working with E-Rate, our team can guide your district through the maze of paperwork while providing you with peace of mind.

- Technology plan review
- E-Rate discount calculation
- CIPA certification
- Contract review and compliance
- Form preparation and submission
- USAC and FCC appeals

### Audit Preparation

If you are selected for an audit, our audit preparation service will allow you to present complete E-Rate program documentation to your auditors when they arrive on site. Over the past two years alone, we have supported our clients through 21 on-site audits, giving us exceptional insight into what auditors are looking for. Let us provide you with peace of mind that you are audit-compliant during every stage of your process.

### Contact Our E-Rate program Experts



Empowering Education Through Technology.

**At CSM, we realize that participation in the E-Rate program can be overwhelming, which is why many schools don't apply and many applicants don't obtain all of the benefits they deserve. Let us help your school maximize your E-Rate return while minimizing your effort. Contact our E-Rate program experts today.**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED — OWNERS, LESSEES  
OR CONTRACTORS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance — The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

### **SECTION II - LIABILITY COVERAGE**

#### **A. COVERAGE**

##### **1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### **7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### **B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

#### **4. We will not pay for "loss" to any of the following:**

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.



## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Kessler Alair Insurance Services, Inc</b> License # OA 91387 2335 W Foothill Blvd., Ste. 3 Upland CA 91786	<b>CONTACT NAME:</b> Carol Bush <b>PHONE (A/C, No, Ext):</b> (909) 931-1500 <b>FAX (A/C, No):</b> (909) 932-2133 <b>E-MAIL ADDRESS:</b>																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Property Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>Golden Eagle Insurance</td> <td>10836</td> </tr> <tr> <td>INSURER C:</td> <td>Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty	25674	INSURER B:	Golden Eagle Insurance	10836	INSURER C:	Philadelphia Indemnity	18058	INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b> <b>CSM Consulting, Inc.</b> <b>California School Management Group, Inc.</b> PO Box 4408 El Dorado Hills CA 95762																						

**COVERAGES**      **CERTIFICATE NUMBER:** 11/12 GL/WC/PROF 12/13 Au      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			I-680-9286B736-TIL-11	8/13/2011	8/13/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA1059682	6/27/2012	6/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	IJUB-5A09538-0-11	8/13/2011	8/13/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b> <b>Claims Made Form</b>			PHSD652550	8/13/2011	8/13/2012	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Operations of the Named Insured as covered by these specific policies of insurance only. It is agreed that Oakland Unified School District is named as Additional Insured, as per Travelers Blanket Additional Insured Endorsement #CGD1050494, and per Golden Eagle Commercial Auto Gold Endorsement #GECA701 01/07, both attached.**

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Technology Services 1011 Union St. Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Carol Bush/CAROL <i>Carol Bush</i>



# EPLS

## Excluded Parties List System

### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSNTIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

## Search Results for Parties Excluded by

Firm, Entity, or Vessel : CSM Consulting, Inc.

As of 23-Jul-2012 2:23 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

**Basic Directions**

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [janice.chinn@ousd.k12.ca.us](mailto:janice.chinn@ousd.k12.ca.us)

**Contractor Information**

Contractor Name	CSM CONSULTING, INC	Agency's Contact	KIMBERLY FRIENDS, CEMP			
OUSD Vendor ID #	V0545912	Title	VP, ERATE COMPLIANCE SERVICES			
Street Address	3130-C INLAND EMPIRE BLVD	City	ONTARIO	State	CA	Zip 91764
Telephone	(909) 652-9104	Email (required)	kfriends@csmcentral.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 225.00	Number of Hours (required)	400.00		

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9909	ERATE-FACILITI	9869901803	5825	\$ 90,000.00
			5825	\$
			5825	\$

Requisition No. (required) P0302858 Total Contract Amount \$ 90,000.00

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager</b> (Originator)	Name	GEE KIN CHOU	Phone	(510) 879-8872
	Site / Department	TECHNOLOGY SERVICES		Fax	(510) 451-1695
	Signature	<i>[Signature]</i>		Date Approved	7/24/12
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature		Date Approved		
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature		Date Approved		
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement		Date Received	PO Number	7/24/12	



# Consultant Fingerprint/Criminal Background Check Waiver Request

**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	CSM CONSULTING, INC.		
Originator Name	GEE KIN CHOU	Site or Department	TECHNOLOGY SERVICES
Which sites or locations will the contractor be working at?	WORKING REMOTELY		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]**

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	GEE KIN CHOU	Title
OUSD Representative's Signature	Date 7/24/12	

**Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)**

Approver Name	Title
Approver Signature	Date
Reason for Approval:	



## OUSD Consultant Billing Rate Guideline Waiver Request

### Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	CSM CONSULTING, INC.
Contract Originator Name	GEE KIN CHOU
Site or Department	TECHNOLOGY SERVICES
Requisition Number	R0302858

### Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

<b>Approval</b> Cabinet Level approval required (Deputy Superintendent)	
Regional or Executive Officer	Date 7/24/12
Cabinet Level	Date