

Board Office Use: Legislative File Info.	
File ID Number	13-11616
Introduction Date	6-26-13
Enactment Number	13-1340
Enactment Date	6-26-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 6-26-13

Subject Professional Services Contract -
Schoolwires, Inc. State College PA (contractor, City State)
958 - Communications (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Schoolwires, Inc.. Services to be primarily provided to 958 - Communications for the period of 05/01/2013 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.

Schoolwires Inc. has been the provider of OUSD's Content Management Solution and website hosting since 2008, including both the District website at www.ousd.k12.ca.us and optional subsites available to each of our schools. We would like to update the functionality of our existing websites to enhance navigation and functionality, as well as make them compatible with mobile devices, which requires design and coding work from Schoolwires.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and Schoolwires, State College, PA, for the latter to provide website design, coding, and content migration services through the period of May 1, 2013 through June 30, 2013 in an amount not to exceed \$14,715.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Schoolwires, Inc.. Services to be primarily provided to 958 - Communications for the period of 05/01/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Comm Unrestrict
not to exceed \$ 14,715.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	13-1616
Introduction Date	6-26-13
Enactment Number	13-1340
Enactment Date	6-26-13 of



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Schoolwires, Inc. (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 05/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fourteen thousand seven hundred and fifteen Dollars (\$14,715.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.

6. **CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Troy Flint
Site /Dept.: 958 - Communications
Address: _____
Oakland, CA
Phone: (510) 473-5832

CONTRACTOR:

Name: Raghu Reddy
Title: Sr. Territory Sales Manager
Address: 330 Innovation Blvd., Suite 301
State College PA 16803
Phone: (814) 272-4261

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

16. ~~Copyright/Trademark/Patent/Ownership~~ ~~CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.~~ *OK*

17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. ~~If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.~~ *OK*

19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

1. **Tuberculosis Screening**
2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: _____

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

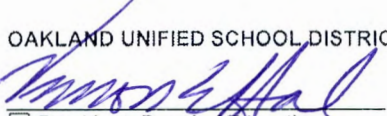
Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epis.gov/epis/search.do>)

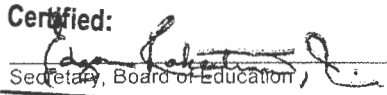
Summary of terms and compensation:

Anticipated start date: 05/01/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 14,715.00

OAKLAND UNIFIED SCHOOL DISTRICT



- President, Board of Education
- Superintendent or Designee


Certified:

Secretary, Board of Education

Edgar Rakestraw, Jr., Secretary
Board of Education

_____ Date

6/27/13
Date

CONTRACTOR


Contractor Signature _____ Date _____

Christiane Crawford CEO
Print Name, Title _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

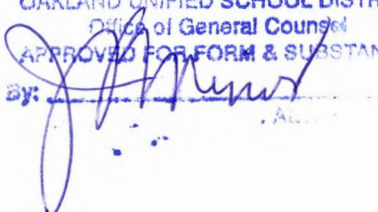
By: 

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

A contract for services between OUSD and Schoolwires, State College, PA, for the latter to provide website design, coding, and content migration services through the period of May 1, 2013 through June 30, 2013 in an amount not to exceed \$14,715.00.

SCOPE OF WORK

Schoolwires, Inc. will provide a maximum of 109.00 hours of services at a rate of \$ 135.00 per hour for a total not to exceed \$14,715.00. Services are anticipated to begin on 05/01/2013 and end on 06/30/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Contractor will provide one time recreation of OUSD's website template, which includes design and coding services, as well as migration of current content to the new website. The Contractor will collaborate with the Communications Department staff to achieve a more effective design with an updated look and feel. The new design will be a "Ruby Custom Template" which will enable the OUSD website to display properly in mobile devices, including mobile phones and tablets. The new design will allow the Communications Department to organize content by audience, with tabs such as "Parents," "Students," "Community," and "Staff." The redesign will allow for more intuitive organization of our web content, which will allow us to post increased content in a less cluttered manner.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

OUSD websites are not currently navigable on mobile devices. Almost half of all mobile subscribers in the U.S. now own a smartphone (more than 100 million Americans). Tablet use is also on the rise. An updated website design that is functional on mobile devices will allow OUSD families, community, and staff to more easily find and access information about OUSD schools, policies, programs, services, and procedures -- including information about enrollment, Linked Learning programs, graduation requirements, parent education opportunities. Households that do not own and use a computer for socio-economic reasons are more likely to access school district information through a mobile device.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

SAM Search Results
List of records matching your search for
schoolwires* Inc.*

No Search Results

SAM Search Results
List of records matching your search for
schoolwires*

No Search Results



Service & design that's personal.

We've been helping K-12 school districts communicate and engage with their communities for more than a decade. And over the years, we've learned that no two districts are alike. That's why we offer solutions tailored to your district.

Schoolwires approach. Your district is different and deserves more than an off-the-shelf solution. We take the time to get to know you and understand your needs, because we believe it's the only way to design a website that's exclusively yours, and that works the way you want it to.

Design that reflects your brand. First impressions are critical. We'll work with you to design a site that makes your brand shine, so you can shape attitudes and attract the students, staff and educators you need to succeed.

Technology that supports your goals. We've worked with school districts of all sizes. And we know that investing in the right technology is essential to your success. Our technology supports small- and large-scale implementations and all those in between.

Customer-focused. We're dedicated to K-12 education, and to helping administrators and educators, students and parents, communicate and collaborate like never before to achieve success.

© 2012 Schoolwires, Inc. All rights reserved. Schoolwires, the Schoolwires logo, and the unquadrated dress of Schoolwires are the trademarks, service marks, trade dress and logos of Schoolwires, Inc. All other trademarks, service marks, trade dress and logos used in Schoolwires and the Wire to Wire trademarks, service marks, trade dress and logos of their respective owners.



Innovation.

We believe that a successful school district is a product of total community involvement. That's why we designed Centricity2 to help you connect — and stay connected — with the information, services and people you need to reach your goals.

Mobile App. Designed specifically for smartphones, our Mobile App provides you with a better mobile experience and gives you quick and easy access to your Centricity2 website, wherever and whenever you need it.

Personal Workspace. Teachers, parents and members of your K-12 community can choose and organize the information they care about most and view it in a single workspace. And the workspace can even be extended through Google Apps.

Single sign-on. Just a single login and password gives students and staff seamless access to the Web applications they use every day — saving you time and IT resources.

Relevant learning. Teachers and parents can make learning more relevant using online content, teacher pages, and threaded discussions to engage students and help them apply what they've learned.

Open framework. We know Centricity2 isn't the only technology you're likely to need. So we designed it to integrate seamlessly with your other compatible technologies.



Reliability.

We work with K-12 school districts of all sizes across the country, and we know how important your technologies are to your success. So we deliver solutions that fit your needs and your budget, and we provide the support you need to stay connected, no matter what.

Stability. With Centridy2 you can integrate new technologies as you need them. That means you won't have to invest in a new solution as your district advances and your needs grow.

99.9% uptime. Our always-on, secure hosting options ensure your sites stay live and your data is always safe, always recoverable.

Online support. We're here when you need us, and our response times are among the best in the industry.

E-rate eligible. You'll know up front what's eligible and what's not, so you can make your purchase with confidence -- and without reading the fine print.

Product roadmap. As a Schoolwires customer, you'll see where we're headed, with new features and functionality based on the needs of the districts we serve.



What sets **Schoolwires**[®] apart from the rest?

Reliability. Innovation. Service & design that's personal.

You want a Web-based solution with staying power
One that can take you leaps and bounds — not mere steps
ahead. And you want a technology partner that makes it
personal, a company on a mission to deliver a solution that
anticipates your needs and works the way you do.

Schoolwires brings you Centricity2™, a flexible website and
content management system that plays well with other
essential technologies. So as your district advances and your
technology needs expand, Centricity2 grows with you.

Centricity²



Quote #: 143027372

Addendum

to the Master Agreement

Schoolwires, Inc.

330 Innovation Blvd., Suite 301, State College, PA 16803

Phone: 814-689-1046 Fax 866-891-8612

www.schoolwires.com

Schoolwires SPIN Number: 143027372

District/Entity ("CLIENT") Name: Oakland Unified School District
1025 Second Ave.
Oakland, CA 94606
Customer ID [CA01001176]

Subsidized by Champions of Education Program?	Has Applied/Will Apply for E-Rate?	Account Tier
No	No	Tier 8 (101 - 125 schools)
Initial Term of Agreement	Start Date	Expiration Date
12 Months	04/01/2013	03/31/2014

Amendment to the Master Agreement

This Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Addendum, Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services listed in Exhibit A, for the fees set forth in Exhibit A, for or during the period beginning with the Start Date of Addendum and ending on the Expiration Date of Addendum. In the event that the Expiration Date of this Addendum falls after the expiration date of the Agreement, then the Agreement is hereby renewed so that it shall remain in effect until the Expiration Date of this Amendment. This Addendum and the Agreement are subject to renewal in accordance with the relevant provisions of the Standard Terms and Conditions. In all other respects, the Agreement shall remain in full force and effect.

Fees and Payment Terms

Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services to the extent identified in Exhibit A of this Addendum to the Master Agreement for the fees set forth in Exhibit A. Any amounts indicated in Exhibit A are in addition to all other amounts payable under the Agreement. In the event that this Addendum renews the Agreement beyond its current term, then for the periods specified in Exhibit A, the fees set forth in Exhibit A will include fees due for certain specified Licenses and Services which were acquired under the original Agreement as well as the additional fees due for any new Licenses and/or Services acquired hereunder. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Schoolwires Standard Terms and Conditions.

Client Accounts Payable Information:

Is a PO Number Required? (Y/N)	PO Number:
--------------------------------	------------

Accounts Payable Contact Person Information	
Contact Name:	
Contact Telephone Number:	

The following Exhibits are attached to this agreement:

Exhibit A - Fees

Exhibit B - Professional Services Contract

Additional Notes

EXHIBIT A

	Unit Price	Units	Year 1
Professional Services (one-time)			
Creative: Custom Web Design	\$ 68.00	14.00 Hour	\$ 952.00
Creative: Sapphire Custom Template (Responsive)	\$ 13,650.00	1.00 Project	\$ 13,650.00
Total			\$ 14,602.00

* Project means a one-time professional services activity which is generally provided remotely for a specified fixed fee and according to Schoolwires' standard scope of services and practices;

By signing below, each of Schoolwires and Client represent that this Addendum to the Master Agreement has received all necessary approvals, that each party is authorized to enter into this contract, and that each party agrees to be bound by the terms of the Master Agreement as modified by this Addendum. In addition, Client represents that it has reviewed and accepted all information incorporated into the Master Agreement by this Addendum (including information contained in a referenced URL or website link).

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives

Schoolwires, Inc.

Christiane Crawford
Name of Authorized Schoolwires Officer

CEO
Title:

[Signature]
Signature:

April 19, 2013
Date:

Oakland Unified School District

Troy Flitt
Name of Authorized Oakland Unified School District Representative

Director of Public Relations
Title:

[Signature]
Signature:

04.12.13
Date:

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	Raghu Reddy



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TL

DATE (MM/DD/YYYY)

04/10/2013

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).

PRODUCER Frost & Conn, Inc. P. O. Box 469 State College, PA 16804-0469 John P. Conroy, CIC	Phone: 814-237-1492 Fax: 814-234-0389	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 9SCHO-2	FAX (A/C, No):
	INSURED Schoolwires, Inc. Ed Marflak 330 Innovation Blvd., Ste 301 State College, PA 16803	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Insurance Group	29424
		INSURER B: Travelers Insurance Company	25658
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		40SBAKM8544	05/08/2012	05/08/2013	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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			40SBAKM8544	05/08/2012	05/08/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			40 SBA KM8544	05/08/2012	05/08/2013	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 1,000,000
								\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IHUB1A32673612	06/26/2012	06/26/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	<input type="checkbox"/> Errors and Omissions			TEO263916	05/07/2012	05/07/2013	Liability	2,000,000
								2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 1025 Second Avenue
 Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> 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) rebecca.hopkins@ousd.k12.ca.us

Contractor Information

Contractor Name	Schoolwires, Inc.	Agency's Contact	Raghu Reddy			
OUSD Vendor ID #	V058828	Title	Sr. Territory Sales Manager			
Street Address	330 Innovation Blvd., Suite 301	City	State College	State	PA	Zip 16803
Telephone	(814) 272-4261	Email (required)	raghu.reddy@schoolwires.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	05/01/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 135.00	Number of Hours (required)	109.00		

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
0000	Comm Unrestrict	9589030701	5825	\$ 14,715.00
			5825	\$
			5825	\$
Requisition No. (required)	R0315680		Total Contract Amount	\$ 14,715.00

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.	Administrator / Manager (Originator)	Name	Troy Flint	Phone	(510) 473-5832
	Site / Department	958 - Communications		Fax	
	Signature			Date Approved	04.29.13
2.	Resource Manager	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.	Regional Executive Officer				
	<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	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number		Date 5/11/2013



2805