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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date June 13, 2018
*(To be completed by
Procurement)*

Subject Contract - The College Board (contractor) - 912/High School Linked Department (site/department)

Action Requested Approval of a Contract between Oakland Unified School District and The College Board. Services to be primarily provided to High School Linked Learning Department for the period of January 18, 2018 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. The College Board shall furnish OUSD with the exams, products, licenses, services and/or deliverables in accordance with The College Board's SAT School Day Program, Contract #CB-00021484.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Contract between the District and The College Board, New York, NY, for the latter to provide SAT School Day deliverables and reports to the schools designated by the District in Section IV-List of Participating Schools; SAT test materials/booklets, student online score reports delivered via the College Board website; access to official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance, school online access to individual student score reports and aggregate score reports, and downloadable student data file for the period of January 18, 2018 through June 30, 2018, in an amount not to exceed \$66,225.00.

Recommendation Approval of a Contract between Oakland Unified School District and The College Board. Services to be primarily provided to High School Linked Learning Department for the period of January 18, 2018 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out): 9333/Measure N Funds in an amount not to exceed \$66,225.00.

Attachments

- College Readiness and Success Contract # CB-00021484
- Scope of Work



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0343

Department: High School Linked Learning

Vendor Name: The College Board

Contract Term: Start Date: January 18, 2018 End Date: June 30, 2018

Annual Cost: \$ 66,225.00

Approved by: Preston Thomas

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The College Board shall make available and Oakland Unified School District may order College Board exams, products and services related to College Board's College Readiness and Success System.

Summarize the services this Vendor will be providing.

The College Board will provide SAT test materials (test booklets), Student Online Score Report, delivered via the College Board website, access to Official SAT Practice on Khan Academy (students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance). Also, school online access to individual student score reports and aggregate score reports, and downloadable student data file.

College Board will support the Oakland Unified School District in administering the SAT exam during a school day.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The College Board is offering a discount of \$82,575.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00021484**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **January 18, 2018** ("**Effective Date**"), by and between Oakland Unified School District ("**Client**") and the College Board (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of January 18, 2018 and, unless sooner terminated as provided herein, will expire on June 30, 2018 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2017-2018 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not



limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management
The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department
The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Sondra Aguilera
Oakland Unified School District
1000 Broadway Suite 600
Oakland, CA 94607-4071
Tel: (510) 879-8200
Email: sondra.aguilera@ousd.k12.ca.us

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides goods and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or



expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00021484

OAKLAND UNIFIED SCHOOL DISTRICT

THE COLLEGE BOARD

Sondra Aguilera
Signature

DocuSigned by:
Jane Dapkus
38699487B9AF4E2...
Signature

Sondra Aguilera
Name

Jane Dapkus
Name

Sr. Deputy Chief
Title

Vice President, SAT & PSAT Mgmt
Title

2/15/18
Date

16-Feb-2018
Date

Aimee Eng

Aimee Eng, President, Board of Education 6/14/18

Kyla Johnson Trammell

Kyla Johnson Trammell, Secretary, Board of Education 6/14/18

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *Jenine Lindsey*
Jenine Lindsey

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

SAT SCHOOL DAY PROGRAM

CENTRAL BILL SCHEDULE

I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, "SAT" will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. Under this schedule the financial obligation is shifted from the Participating Schools to the Client which may result in greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as "Participants".

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by the Client in Section IV (List of "Participating Schools").

1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- e. Materials to support test administration (copies sent to schools)

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ("SSD Coordinator") is designated for each school to facilitate the application for and administration of approved accommodations. The "SSD Coordinator Form" (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

5. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information).

Administration Date	Deadline to submit changes	Deadline to apply for school code
March 21, 2018	February 16, 2018	February 2, 2018

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.



6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Supervisors, SSD Coordinators, Associate Supervisors, Proctors, and Hall Monitors (collectively "Designated Personnel"). The required training and/or instructional materials will be made available by the College Board to the Client and must be completed two weeks before the test administration date.

Designated SAT School Day Supervisors are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Supervisor training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students at least one week before test administration date.

8. **SAT School Day Customer Service for Educators:**

The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

SAT Data License

2. **SAT Data and Reporting.** For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 2.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.



3. **The College Board License Grant and Terms of Use:**
- 3.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
- 3.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
4. **Ownership of the Data:**
- 4.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
- 4.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
5. **Client License Grant and Terms of Use:**
- 5.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
- 5.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

SAT Administration

6. **SAT Test Dates and Participating Grade.** The Client has agreed to administer the SAT to following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
	March 21, 2018	

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 24, 2018 Primary Test Date.

7. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Supervisor Manual and SAT School Day Test Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Castlemont High School	273334
Coliseum College Prep Academy	232438
Dewey Academy	107632
Fremont High School	273563
Life Academy High School	107598
Madison Park Business & Arts Academy	281926



McClymonds High School	108670
Metwest High School	131776
Oakland Emiliano Zapata Street Academy	108719
Oakland High School	130534
Oakland International High School	243414
Oakland Technical High School	108692
Ralph J Bunche High School	107513
Rudsdale Continuation High School	266201
Skyline High School	109130
Sojourner Truth Academy Independent Study	130639

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. **Program Pricing.** The Client agrees to pay the College Board \$64.50 for SAT with Essay or \$47.50 for SAT (without Essay) for each Participant tested under this Schedule who does not qualify for fee reduction benefits. The Client agrees to pay the College Board \$15 for SAT with Essay or \$8 for SAT (without Essay) for each Participant tested under this Schedule who qualifies for fee reduction benefits.

2. **Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there are no test fee waivers granted for Participants.



Contract # CB-00021484

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Central Bill With Essay - 11th Grade	July 1, 2017	June 30, 2018	645	\$ 60.00	\$ 38,700.00	\$ 0.00	\$ 38,700.00
SAT SD Central Bill With Essay - 11th Grade	July 1, 2017	June 30, 2018	1,835	\$ 60.00	\$ 110,100.00	\$ 82,575	\$ 27,525.00

Subtotal: \$ 148,800

Total Discount: \$ 82,575

Total Cost: \$ 66,225

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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 Talent 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) preston.thomas@ousd.org

Contractor Information

Contractor Name	The College Board	Agency's Contact	Jane Dapkus				
OUSD Vendor ID #	1018593	Title	Vice President, SAT & PSAT Management				
Street Address	250 Vesey Street	City	New York	State	NY	Zip	10281
Telephone	(212) 713-8000	Email (required)	nmcintyre@collegeboard.org				
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	January 18, 2018	Date work will end	June 30, 2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information



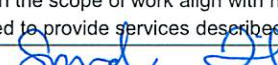
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9333	Measure N	9121414201	5825	\$ 66,225.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0183206		Total Contract Amount	\$ 66,225.00

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Preston Thomas	Phone	510 879-4118	
	Site/Department (Name & #)	High School Linked Learning			Fax	510 879-4112
	Signature				Date Approved	2/21/18
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature				Date Approved	2/21/18
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
	<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					
	Signature				Date Approved	5/18/18
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement	Date Received	See page 5		PO Number		