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**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) 2-22-12

Subject Professional Services Contract -
Appirio San Mateo CA (contractor, City State)
Technology Services (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Appirio. Services to be primarily provided to Technology Services for the period of 11/10/2011 through 12/09/2011.

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

Due to serious email server issues, and email spam issues. The district is in urgent need to switch all employees to a new email system. We are moving over to Gmail, called Google Apps for Edu. As a result of several email outages the week of Oct, 31, we now need to Fast Track the Gmail conversion and switch over to Gmail on Nov 21. To prepare all staff on how to use the new email system, without incurring a major decrease in productivity, we need to provide a wide range of just in time training support.

Discussion
One paragraph summary of the scope of work.

The training services to be provided by Appirio include building a User Adoption Website that will contain training documents, how to modules, FAQ's, video's, tip sheets. They will also provide live webinars along with a series of open forum online Q & A sessions over the course of the 2 week Post Go live phase (Nov 21 - Dec 2). Appirio will also provide help desk & Admin. training.

Recommendation Ratification of professional services contract between Oakland Unified School District and Appirio. Services to be primarily provided to Technology Services for the period of 11/10/2011 through 12/09/2011.

Fiscal Impact Funding resource name (please spell out) Microsoft Settlement K-12
not to exceed \$ 30,000.00

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

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORMAL SUBSTANCE



By: [Signature]
Marion McWilliams, Attorney at Law
Assistant General Counsel

PROFESSIONAL SERVICES AGREEMENT
(for Services to be delivered by Appirio Inc.)

This Professional Services Agreement (the "Agreement") sets forth terms under which Appirio Inc. ("Appirio") shall provide the customer identified below ("Customer") with certain services described on Statement(s) of Work and is effective as of the date set forth below (the "Effective Date")

Customer Name:	Oakland Unified School District
Effective Date:	9/21/2011

Accepted and agreed to as of the Effective Date by the authorized representative of each party

CUSTOMER:

Signature: [Signature]
 Print Name: Lee Ann Ottwell
 Print Title: ITO
 Notice Address: 314 E. 10TH ST #211
OAKLAND, CA
94606
 Attention: _____

Signature: [Signature]
 Daniel M. Lascell (Nov 10, 2010)
 Email: dlascell@appirio.com
 Title: General Counsel
 Company: Appirio, Inc.

Notice Address: Appirio Inc.
2207 Bridgepointe Parkway
San Mateo, CA 94404
 Attention: General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORMAL SUBSTANCE

Signature: [Signature]
 Attorney at Law
 Signature: [Signature]
 Jody London 11/23/11
 President, Board of Education

Signature: [Signature]
 Edgar Rakestraw, Jr. 2/13/11
 Secretary
 Board of Education

1. **Services.** Appirio agrees to provide the services described on the Statement(s) of Work which reference this Agreement ("Services"). Any deliverables provided to Customer as part of the Services shall be deemed "Deliverables." The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution. Customer agrees to provide Appirio with reasonable access to Customer materials, resources, personnel, equipment or facilities to the extent such access is necessary for the performance of Services. To the extent that Customer does not timely provide the foregoing access required for Appirio to perform the Services or deliver the Deliverables, Appirio shall be excused from performance until such items are provided.

2. **Changes to Scope of Services.** If Customer desires to change a Statement of Work, Customer will submit a written request to Appirio detailing the proposed changes. If Appirio wishes to accommodate such changes, Appirio shall prepare an amendment to the Statement of Work detailing the changes, any fee adjustments required as a result of such changes, any adjustments to the delivery schedule required as a result of such changes, and any other adjustments if the Statement of Work amendment is agreeable to Customer, both parties will execute the amendment.

3. **Payment.** Customer will pay Appirio the amounts and at the times set forth on the applicable Statement of Work. If not specified, Customer will pay Appirio its customary rates for Services monthly. Customer agrees to reimburse Appirio for pre-approved travel and expenses incurred in the course of performing the Services at any location other than Appirio's site. Appirio will invoice Customer for expenses incurred and, at Customer's request, will provide copies of receipts for which charges are incurred. All payments are non-refundable and, except as set forth in the Statement of Work, shall be made in U.S. dollars within thirty (30) days from the date of Appirio's invoice in U.S. Dollars. Customer will be responsible for all taxes, withholdings, duties and levies in connection with the Services (excluding taxes based on the net income of Appirio). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due plus any actual costs of collection, or the maximum amount allowed by law, whichever is less.

4. **Term and Termination.** This Agreement remains in effect until terminated in accordance with this Section 4. Either party may terminate this Agreement at any time when there is no Statement of Work then in effect by giving the other party thirty (30) days written notice. Either party may terminate this Agreement or any Statement of Work if the other party (a) fails to cure any

material breach of this Agreement within thirty (30) days after written notice of such breach, (b) ceases operation without a successor, or (c) seeks protection under any bankruptcy or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Following termination, Sections 5 (License and Ownership), 7 (Limitation of Liability), 8 (Confidential Information), 9 (Customer Reference), 10 (Export Compliance) and 11 (Miscellaneous) will survive. Section 3 (Payment) will survive with respect to payments earned prior to termination.

5. License and Ownership.

5.1. Customer Materials. Customer hereby grants Appirio a limited right to use any Customer materials provided to Appirio in connection with the Services (the "Customer Materials") solely for the purpose of performing the Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.

5.2. Deliverables. Appirio hereby grants Customer a perpetual, worldwide, royalty-free, non-exclusive license to use, copy, and modify the Deliverables, but only for internal purposes and otherwise in accordance with the description of Customer's use and any restrictions set forth in the applicable Statement of Work. Appirio owns and will retain ownership (including all intellectual property rights) in and to the Deliverables and any modifications, improvements and derivative works to them (including any such materials that incorporate any ideas, feedback or suggestions of Customer). For the avoidance of doubt, the parties acknowledge that to the extent the Deliverables consist of software applications designed to be operated on or accessed through a third-party platform (such as, but not limited to, salesforce.com), then Customer is solely responsible for obtaining license rights to access such platform.

5.3. Relationship to Appirio SaaS Products. The Services provided under this Agreement may be in support of Customer's license, under a separate agreement, to use Appirio's software-as-a-service products ("Appirio Products"). The delivery and use of any Appirio Products is governed by the terms of such other agreement and not the terms of this Agreement and, even if listed in a Statement of Work, no Appirio Products (or underlying software to the Appirio Products) shall be considered a Deliverable under this Agreement. Neither this Agreement nor any Statement of Work grants Customer any license or rights to use the Appirio Products. Customer agrees that its purchase of Services under this Agreement is not contingent upon the delivery of any future functionality or features in the Appirio Products, nor is it dependent upon any oral or written public comments made by Appirio with respect to future

functionality or features. Any Appirio Products that Appirio uses in providing Services under this Agreement may not be independently used by Customer without a separate license.

6. Limited Warranty. Appirio will perform the Services in a professional and workmanlike manner. Appirio will, as its sole liability for failure to meet this warranty: (a) re-perform the non-conforming Services or (b) re-deliver the non-conforming Deliverables at no additional cost to Customer if notified of the non-conformity within thirty (30) days of delivery of the applicable Service or Deliverable or, if Appirio determines such remedies to be impracticable, (c) terminate the applicable Statement of Work and refund the portion of fees attributable to such non-conforming Services or Deliverables. EXCEPT FOR THE FOREGOING WARRANTY, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND APPIRIO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPIRIO'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER TO APPIRIO IN THE LAST TWELVE MONTHS UNDER THE APPLICABLE STATEMENT OF WORK. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS SECTION SHALL NOT APPLY WITH RESPECT TO ANY CLAIM ARISING UNDER SECTION 5.2 (DELIVERABLES) OR SECTION 8 (CONFIDENTIAL INFORMATION). THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 7 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Deliverables and any software, documentation or technical information provided by Appirio (or its agents)

shall be deemed Confidential Information of Appirio without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Export Compliance. Customer acknowledges that the Deliverables are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not remove or export from the United States or allow the export or re-export of any part of the Deliverables or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

10. Miscellaneous. Each party is an independent contractor of the other and neither is an employee, agent, partner or joint venturer of the other. Neither party shall make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the advance

written consent of the other party, except that Appirio may assign this Agreement to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or part of Appirio's assets or voting securities. Any notice, report, approval or consent required or permitted under this Agreement will be to the address specified above. Any waiver by either party of any breach of this Agreement, whether express or implied, will not constitute a waiver of any other or subsequent breach. No provision of the Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Neither party shall be liable to the other for any delay of failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of the State of California without regard to its conflicts of laws provisions. The jurisdiction and venue for actions related to this Agreement shall be the state and federal courts located in Santa Clara County, California and both parties hereby submit to the personal jurisdiction of such courts. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties authorized to bind the parties. No provision of any purchase order or other business form (including but not limited to security access forms of any kind) employed by Customer will supersede the terms and conditions of this Agreement, and any such document shall be for administrative purposes only and shall have no legal effect. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.



Oakland USD PSA 111011

EchoSign Document History

November 10, 2011

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**APPIRIO INC.
STATEMENT OF WORK**

Customer:	Oakland Unified School District
SOW Effective Date:	November 9, 2011
Under Professional Services Agreement Dated:	November 5, 2011

This Statement of Work ("Statement of Work" or "SOW") is governed by the terms of the Professional Services Agreement ("PSA") listed above between Appirio Inc. ("Appirio") and the customer indicated above ("Customer"). The services to be provided by Appirio to Customer under this SOW are "Services" under the PSA and are provided subject to the terms and conditions of the PSA. In the event of any inconsistency between this SOW and the PSA, the terms of this SOW shall control.

1. Contact Information

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Manager:

Name: Manisha Patel
 Title: Project Manager
 Phone No.: 510.879.8214
 Email Address: manisha.patel@ousd.k12.ca.us

Customer Facility Address:

314 E. 10th Street (Harper Bldg.)
 Rm. 211 - Technology Services
 Oakland, CA 94606

Appirio Project Manager:

Name: Brad Stark
 Title: Account Executive
 Phone No.: 541-241-2101
 Email Address: brad@appirio.com

Customer Accounts Payable Contact:

Name: Amy Fong
 Title: Accounts Payable Manager
 Phone No.: (510) 879-8157
 Email Address: amy.fong@ousd.k12.ca.us

2a. Project Scope and Description of Services

Oakland Unified School District will be migrating from their existing Exchange messaging infrastructure to Google Apps for Education with Appirio assistance for User Adoption services only – specifically training delivery and user adoption content creation.

Deliverable	Hours	Rate	Total	Description
Project Manager	24.00	\$200	\$4,800	Appirio will provide consultative project management services to effectively plan and direct the execution and deployment of associated deliverables detailed below, specifically training delivery and content creation. The Project Manager is responsible for managing the project to agreed upon budget, scope, and schedule and produces regular status reports with the responsibility for communicating accurate project status to stakeholders. Manages that the end result of the project meets customer needs, business deadlines, budget, and directs to day-to-day activities and project resources. It is expected that a full-time project lead and training logistics coordinator will also be assigned at OUSD to coordinate and liaison across our organizations. 8hrs per week for 3 weeks.

Deliverable	Hours	Rate	Total	Description
Onsite Training	24.00	\$200	\$4,800	Appirio to conduct three days of onsite training, not to exceed five 1hr sessions in each day with a mix of GMail Fast Track, GCal Fast Track, Apps for Admins and Supporting Apps classes to be determined by OUSD. Note - OUSD will be billed for 8 hours for each onsite day and for applicable travel and expense.
Virtual Training	24.00	\$200	\$4,800	Appirio to conduct 16 sessions of virtual training via gotowebinar. Each session will be 1hr in length and may be any one of our GMail Fast Track, GCal Fast Track, Apps for Admins or Supporting Apps classes. Note - OUSD will be billed for 1.5 hours for each 1hr session to allow for webinar setup and logistics.
Open QA Sessions	16.50	\$200	\$3,300	Open QA/Open Forum sessions for training follow-up and to address adapting individual workflows and use cases from training attendees in earlier sessions. 11 sessions in all to be conducted via gotowebinar. Note - OUSD will be billed 1.5 hours for each 1hr session to allow for webinar setup and logistics.
User Adoption Site	14.00	\$200	\$2,800	User Adoption Site is a Google site that we build and help maintain throughout the course of the project. It provides a one-stop shop for self-service training, FAQs, and communications collateral. This site, together with the overall communication plan and training classes, helps ensure rapid and seamless user adoption. Appirio will deploy standard content in support of the Full Deployment and include one Forum page type to be moderated by OUSD staff.
Training Videos	12.00	\$200	\$2,400	Appirio to apply OUSD branding and render training videos for GMail Fast Track, GCal Fast Track and Supporting Google Apps classes for inclusion on the User Adoption Site

Training Class Curriculum:

- GMail Fast Track: a one hour class covering all functionality to include – GMail tour, basic searching, composing messages, GTalk (IM), conversation threads, labels, handling attachments and user settings. Intended audience: 12-month employees (general knowledge workers), staff and administrators.
- GCal Fast Track: a one hour class covering all functionality to include – GCal tour, basic searching, calendar views and navigation, creating new events (3 ways), populating events with details, adding guests, and checking free/busy availability. Intended audience = Early Adopters only - 12-month employees (general knowledge workers), staff and administrators.
- Apps for Admins: A one hour supplemental class for administrative assistants to include – mail delegation, calendar delegation, calendar permissions, notification settings, handling multiple calendars, scheduling large meetings and more. Intended audience = Early Adopters only - administrative assistants with both GMail and GCal Fast Track as a prerequisite.
- Supporting Google Apps: A one hour supplemental class for help desk staff to augment their knowledge of GMail and GCal with troubleshooting techniques, FAQs, workarounds, best practices and more. Intended audience = Early Adopters only - Help Desk staff and Google Apps System Administrator with both GMail and GCal Fast Track as a prerequisite.

2b. Assumptive Timeline

Google Apps - User Adoption Services for Faculty/Staff Deployment				
Week Beginning	11/14/2011	11/21/2011	11/28/2011	
Resource	Wk 1	Wk 2	Wk 3	Total
Project Manager	8	8	8	24.00
Onsite Training	16		8	24.00
Virtual Training		12	12	24.00
Training: Open QA Sessions		6	10.5	16.50
User Adoption Site	14			14.00
Training Videos	12			12.00

3. Fees

Fees under this Statement of Work will be:

Summary

Deployment Services	Hours	Rate	Total
Project Leadership: PM/EM	24.00	\$200	\$4,800
Training Delivery	64.50	\$200	\$12,900
User Adoption Content	26.00	\$200	\$5,200
Total Services	114.50	-->	\$22,900

(check one)

- based on an **Hourly Rate** of \$200
- based on a **daily rate** of \$_____

In all cases:

- One hundred (100%) percent of the fees under this Statement of Work are due upon execution of this SOW, and will be credited against the hourly or daily rates as they are incurred.
- Customer will reimburse Appirio for reasonable and documented travel, meal and lodging expenses incurred in the performance of the Services, estimated at \$6,000.
- the Professional Services are provided on a time and materials basis only;
- Should additional Appirio requirements be identified during the project, Appirio will estimate the additional work effort and will obtain authorization from Customer in advance in accordance with the project scope change procedure in Section 5 (Scope Change) of this SOW.
- Customer acknowledges that Appirio is making resources available based on Customer's payment of the entire amount set forth above. If this SOW, or the PSA which governs it, is terminated for any reason, Customer will pay Appirio for the entire amount due under this SOW.

4. Schedule Start

Within seven (7) days of the Effective Date, Appirio will designate to Customer in writing the scheduled start date for the Services. Until Appirio provides Customer with such written notice, any projections regarding the Services start and completion dates are estimates only and subject to change.

Once Appirio has provided Customer the scheduled Services delivery and timeframe, if the start date is postponed as an accommodation or otherwise due to Customer's requirements, Customer shall be responsible for all charges that Appirio incurs as a result of changing or canceling reservations (e.g., transportation, accommodations, etc.) and all due dates for Appirio deliverables shall be extended to the extent that Appirio experiences any delays in connection with such postponement.

5. Scope Change

In the event that either Appirio or Customer identifies a task or objective that is beyond the scope of the Services set forth in this SOW, the parties agree to take the following steps:

1. The party proposing the scope change shall present the proposed scope change to the other party using Appirio's standard Services project scope change document or such other form as shall be mutually agreed by the parties.
2. Project Managers from each of Appirio and Customer will review all change requests and determine the estimated cost and impact to the Services schedule and scope.

3. If both the cost and Services schedule impact is acceptable and agreed upon in writing by both Appirio and Customer, work effort associated with the change will commence.

The scope change request document should include, at minimum, the following information:

Description of scope change: the description should clearly identify the scope change as it pertains to existing objectives and tasks and the reasons for the proposed change.

Estimated project impact: the impact of the scope change on the project must be identified. This impact includes, but is not limited to, timeline impact, work effort impact and deliverable impact.

Estimated Cost: If any cost is to be associated with the change in scope, it will be clearly identified and agreed upon.

Agreement: Appirio and Customer must both agree and sign the scope change document to change the existing project scope.

6. System and Resource Requirements

The following computing platforms and OUSD project team resources must be available during the project in order to successfully install, configure and complete the Deliverables:

OUSD Project Team Resources

Project Governance & Management

- **Project Sponsor** - Executive sponsor sets project direction, ratifies project goals and objectives and serves as an escalation point as needed.
- **Project Manager** - Primary point of contact and responsible for marshaling resources and facilitating connections to your staff. Works with the Appirio Deployment Specialist to build and execute the project plan.

Organizational Change Management

- **Training Coordinator** - Assists the Appirio Deployment Specialist to define the training plan and secure training facilities and resources as needed. Reviews and refines training content and messaging and contributes content to the user adoption site.

Facilities Resources for Appirio Instructors

- OUSD will ensure that the training facilities include a projector with VGA input, network connection with public internet access and if required, audio system with amplified microphone are provided at all training venues.
- OUSD will provide one Google Apps account on the OUSD domain for each Appirio instructor.

7. Project Assumptions

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- Sufficient and appropriate Customer resources (identified in Section 6 of this SOW) must be available during the course of the project (for both on-site and off-site work).
- Appirio will validate the underlying platform configuration prior to deployment of any Appirio Deliverables.
- All underlying computing platforms meet minimum requirements and are officially supported by Appirio. Specifications are provided in Section 6 of this SOW.
- Appirio consultants must be provided reasonable access to Customer systems.
- Customer must communicate regularly with Appirio and provide Appirio with timely feedback.

- Customer and Appirio will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. Customer will own all high-level project management activities.
- Any explicit work effort that is not defined as either an Appirio responsibility or Customer responsibility will be considered a Customer responsibility by default.
- Customer will provide access, as needed, to subject matter experts as it relates to this project.
- Customer will have all licenses for Google Apps procured prior to project launch.
- Only browsers supported by Google Apps will be used in the project.
- Customer will implement just one instance of Google Apps in production (though there may be a sandbox instance as well).
- Customer, Appirio, and Google will use Google Docs & Sites as a collaboration tool for project mechanics.
- Appirio will be granted direct access to systems including accounts with read-only access to AD, Exchange, and super administrator accounts to the customer's Google domain.

8. Assistance by Customer


Customer acknowledges that its timely provision of the specific resources specified in Section 6 (System and Resource Requirements) and 7 (Project Assumptions) of this SOW as well as sufficient office accommodations, facilities, Internet and local network connectivity and other reasonably necessary information and assistance are essential to Appirio's performance of any Services. Appirio shall not be liable for any deficiency or delay in performing Services if such deficiency or delay is a result of Customer's failure to provide full cooperation.

9. General

Support Inapplicable: Technical support for any Deliverables provided under this SOW is available on a time and materials basis at the rate for Services set forth in this SOW.

Waivers; Modifications: No waiver, alteration or modification of the provisions of this SOW will be valid unless made in a writing which refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders or acknowledgements issued by Customer are for convenience only, and any included terms and conditions shall have no force or effect.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER:
 Signature: 
 Print Name: Geekin Chau
 Print Title: IT OFFICER
 Notice Address: 314 E. 10TH ST. #211
OAKLAND, CA 94606
 Attention: _____
 Email: geekin.chau@ousd.k12.ca.us

Signature: Daniel M. Lascell
Daniel M. Lascell (Nov 10, 2011)
Email: dlascell@appirio.com
Title: General Counsel
Company: Appirio, Inc.
Notice Address: Appirio Inc.
 2207 Bridgepointe Parkway, Suite 300
 San Mateo, CA 94404
 Attention: General Counsel
Email: GC@appirio.com



Oakland USD SOW 111011

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SERVICES

ADOPTION SOLUTIONS

Cloud Strategy

Cloud Migration

Salesforce

Google

Workday

Cloud Development

Cloud Management

INNOVATION AREAS

Cloud Integration

Mobile Cloud

Social Enterprise



SaaS Implementation Services—Quickly customize, integrate and roll-out SaaS apps

Want to do more with Salesforce, Google, or Workday?

SaaS applications such as Salesforce CRM, Google Apps, and Workday provide enterprises with a path to quantifiable cost savings while increasing agility and scalability, in addition to providing a superior user experience.

Implementing SaaS applications on an enterprise scale multiplies the benefits, presenting new opportunities to streamline and integrate processes and systems. However, SaaS is a new model for consuming and delivering software and therefore raises some new questions.



Contact Me

LEARN MORE

- Whitepaper: What can Cloud Computing do for Your Company?
Whitepaper: Path to Cloudsourcing
Webinar: Migrating 10,000 Users to Google Apps at JohnsonDiversey
Resource Center

THOUGHT-LEADERSHIP

- Cloud Computing - the next evolution or another dot com?
Cloud Computing Savings - Real or Imaginary?
Do your most strategic apps belong in the cloud?
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Appirio Services

Appirio provides a range of services to ensure that enterprises realize the full ROI of SaaS applications such as Salesforce CRM, Google Apps, and Workday.

Our services include:

- Discovery, Business process modeling, Prototyping, ROI/TCO analysis, Customization, Integration, Data migration, Training/change management service, User adoption

We currently focus on helping companies move their sales, marketing, support, finance, HR and collaboration to the cloud with Salesforce CRM and Google Apps.

- 1. Salesforce CRM Implementation Services - improve the efficiency of your sales and marketing efforts with salesforce.com's Sales Cloud or provide your customers with faster, more responsive service across all channels with salesforce.com's Service Cloud
2. Google Apps Implementation Services - transform your email and collaboration infrastructure with Google Apps
3. Workday Implementation Services - achieve business objectives such as cost savings, business agility and scalability, while improving the user experience, by migrating HR and finance processes to Workday

Customers

Appirio has helped 250+ enterprises, including many of salesforce.com and Google's largest customers, realize the benefits of SaaS apps like Salesforce CRM and Google Apps.



Why Appirio?

Appirio has broad expertise across cloud platforms and experience helping 250+ enterprises adopt and connect leading cloud applications and platforms such as Salesforce, Google and Workday. This means we can help enterprises not only adopt or develop a single application but also build a comprehensive cloud adoption plan.

A cloud adoption plan brings together multiple cloud applications and platforms so that enterprises multiply the benefits of their cloud applications across their business, not just a specific area. Appirio's unmatched experience, innovative technology, cloud focus, strategic partnerships and expert team ensure that you realize the step change benefits that are possible with cloud applications and platforms.

- **Unmatched Experience:** Unmatched experience at the forefront of cloud computing—250+ enterprise customers including some of salesforce.com and Google's largest customers
- **Innovative Technology:** Appirio's cloud solutions are powered by innovative technology that is honed from hundreds of real-world customer engagements. Our cloudsourcing library packages our best extensions and tools to ensure success with cloud development and our CloudWorks solutions bring together leading cloud applications and platforms to increase business and IT productivity.
- **Cloud Focus:** Complete dedication to cloud computing—we only partner with pure cloud providers, we run our own business 100% in the cloud and our service delivery model is designed for iterative development in the cloud
- **Strategic Partnerships:** Appirio has strategic partnerships with the leaders in enterprise cloud computing including Salesforce, Google, Amazon and Workday.
- **Expert Team:** Experienced and highly qualified team—our acceptance rate of <2% is lower than MIT or Caltech! In addition, Appirio has more Salesforce-certified experts than anyone besides Salesforce themselves.

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OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email Veronica.LaFoucade@ousd.k12.ca.us
3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

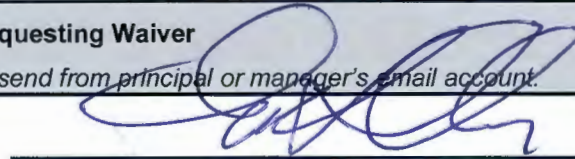
Contractor Name	Appirio	Contract Amount	\$ 30,000
OUSD Originator Name	Oee kin Chow	Site / Department	Tech services

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager



Date 11/10/11

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

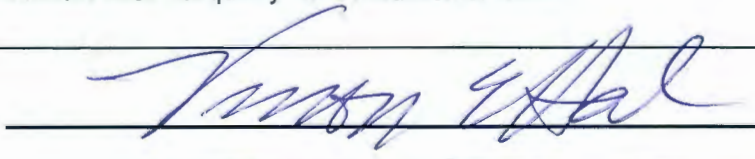
Reduced Requirement : \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature



Date 11/10/11

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

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

Contractor Name	Appirio		
Originator Name	Gee Kin Chou	Site or Department	Technology Services
Which sites or locations will the contractor be working at?	Cole Computer Lab, Hunter Hal		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/> Proof of TB clearance is in the contract packet <input type="checkbox"/>			

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]	
CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))	
OUSD Representative's Name	Gee Kin Chou
	Title CTO
OUSD Representative's Signature	Date 11/10/11

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)	
Approver Name	Title Deputy Superintendent
Approver Signature	Date 11/10/11
Reason for Approval:	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: **Manisha Patel**

Contractor Information

Contractor Name	Appirio	Agency's Contact	Brad Stark			
OUSD Vendor ID #	I005491	Title	Project Manager			
Street Address	2207 Bridgepointe Parkway, Suite 300	City	San Mateo	State	CA	Zip 94404
Telephone	(541) 241-2101	Email	brad@appirio.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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	11/10/2011	Date work will end	12/09/2011	Other Expenses	
Pay Rate Per Hour (required)	\$ 195.00	Number of Hours	153.00	Total Contract Amount	\$ 30,000.00

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
9220	Microsoft Settlement	9869220167	5825	\$ 30,000.00
			5825	\$
			5825	\$
Requisition No.	R0201882		Total Contract Amount	\$ 30,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Gee Kin Chou	Phone	(510) 879-8872
	Site / Department	Technology Services		Fax	(510) 879-1848
	Signature			Date Approved	11/15/11
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<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				
	Signature (if using multiple restricted resources)		Date Approved		
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
5.	Signature				
	Signature (if using multiple restricted resources)		Date Approved		11/10/11
	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	1/3/12
Procurement	Date Received	PO Number		P1203511	

