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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** December 13, 2017  
*(To be completed by Procurement)*

**Subject** Professional Services Contract - The College Board (contractor) - 928/Office of Post-Secondary Readiness (site/ department)

**Action Requested** Approval of Professional Services Contract between Oakland Unified School District and The College Board to be primarily provided to Office of Post-Secondary Readiness for the period of October 1, 2017 through June 30, 2018.

## Background

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

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT and initiates students' earlier entry on the road to college.

## Discussion

*One paragraph summary of the scope of work.*

Approval by Board of Education of a Professional Services Contract between the District and The College Board, New York, NY, for the latter to provide the District with exams, products, licenses, services, and/or deliverables in accordance with College Board's College Readiness and Success Contract, Exhibit A Scope of Work via the Office of Post-Secondary Readiness for the period of October 1, 2017 through June 30, 2018, in an amount not to exceed \$33,530.00.

## Recommendation

Approval of Professional Services Contract between Oakland Unified School District and The College Board to be primarily provided to 928/Office of Post-Secondary Readiness for the period of October 1, 2017 through June 30, 2018.

## Fiscal Impact

Funding resource name (please spell out): 7338/Office of Post-Secondary Readiness in an amount not to exceed \$33,530.00.

## Attachments

- Professional Services Contract
- Certificate of Insurance
- Scope of Work, Exhibit A



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

Legislative File ID No. 17-2290

Department: Post Secondary Readiness

Vendor Name: The College Board

Contract Term: Start Date: 10/01/2017 End Date: 6/30/2018

Annual Cost: \$ 33,530.00 (OPSR)

Approved by: Susana Ramirez

Is Vendor a local Oakland business? Yes [ ] No [x]

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 the College Board's College Readiness and Success System.

Summarize the services this Vendor will be providing.

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT. Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

Was this contract competitively bid? Yes [ ] No [x]

If No, answer the following:

1) How did you determine the price is competitive?

The College Board is offering a discount of \$4,790.

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**





Professional Services Contract

OUSD Representative:

CONTRACTOR:

Name: Bernard McCune

Name: K-12 Contracts Management, The College Board

Site /Dept.: Office of Test Secondary Reading

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

Address: 1000 Broadway, Ste 600

Address: 250 Vesey Street, New York, NY 10281

Phone: 510-567-0613

Phone: (212) 713-8000

Email: Bernard.McCune@OUSD.ORG

Email: contractsmanagement@collegeboard.org

Cc: Legal Department  
The College Board  
250 Vesey Street  
New York, NY 10261  
Legalnotice@collegeboard.org

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.

8. **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.

9. **Insurance:**

1. 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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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,

**Professional Services Contract**

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, sexual orientation, or other legally protected class.



## Professional Services Contract

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
1. **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 OUSD and anyone claiming by, through or under OUSD, 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, including 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.
  2. 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.
15. **Copyright/Trademark/Patent/Ownership:** All finished or unfinished documents, computer software, data studies, and reports prepared or generated by CONTRACTOR are not reimbursed under this Agreement and are exclusively owned by CONTRACTOR. OUSD agrees and acknowledges that the PSAT/NMSQ, 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, and collected under this Agreement are at all times exclusively owned by CONTRACTOR, who is the exclusive owner of all rights therein, in and to the PSAT/NMSQT and SAT examinations including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. The College Board hereby grants the OUSD a limited, nonexclusive, nontransferable, non-assignable right to use the data it receives from the College Board as set forth in Attachment A, Scope of Work, for each assessment. Nothing in this Agreement should be interpreted to indicate that CONTRACTOR is passing its proprietary rights in and to the PSAT/NMSAQ exam to OUSD or that its normal security procedures will be altered in any way. PSAT/NMSQT is a registered trademark jointly owned by CONTRACTOR and the National Merit Scholarship Corporation.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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 contact with OUSD pupils in providing services to the District under this Agreement."

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

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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.

Professional Services Contract


- 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. **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.
- 22. **Confidentiality:** 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.
- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

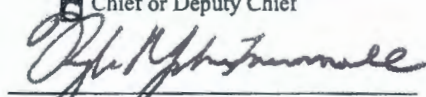
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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.sam.gov/>).
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
 President, Board of Education

Superintendent

Chief or Deputy Chief

  
\_\_\_\_\_  
Secretary, Board of Education

12/14/17  
\_\_\_\_\_  
Date

12/14/17  
\_\_\_\_\_  
Date

DocuSigned by:

Jane Dapkus  
\_\_\_\_\_  
30C90487B9AE4E2

29-Sep-2017

Contractor Signature  
Jane Dapkus

Date

Vice President, SAT & PSAT Mgmt

Print Name, Title



## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

*See Attached Exhibit A*

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.

### PSAT/NMSQT

Shifting this financial obligation from the student to the district provides greater access for students to the PSAT/NMSQT® and initiates students' earlier entry on the road to college. This initiative supports the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Earlier involvement in the PSAT/NMSQT® assessment also exposes students to a wealth of college planning and preparation tools to get and keep them actively involved in the process.

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 Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number:** \_\_\_\_\_

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

## EXHIBIT A

PSAT/NMSQT: Fall 2017

### PSAT/NMSQT EARLY PARTICIPATION PROGRAM FIXED FEE SCHEDULE

#### I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®1</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

#### II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools):

##### 1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. 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
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT/NMSQT Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

##### 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.
- b. Client online access to AP Potential

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.

4. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools with their respective College Board school code 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 (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools cannot be made after **September 8, 2017**. Schools without a valid school code must submit a school request form by **August 25, 2017**.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule,

<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

### III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I (Background), including all copyrights, trademarks<sup>3</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

2. **PSAT/NMSQT Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT/NMSQT Assessment Administration.** The test shall be administered on **October 11, 2017**. The alternate test administration is on **October 25, 2017**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Supervisor Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Oakland Unified School District	Castlemont High School	054611
Oakland Unified School District	Coliseum College Prep Academy	054412
Oakland Unified School District	Dewey Academy	052193
Oakland Unified School District	Fremont High School	052205
Oakland Unified School District	Life Academy High School	052212
Oakland Unified School District	Madison Park Academy	059455
Oakland Unified School District	McClymonds High School	052220
Oakland Unified School District	Metwest High School	053009
Oakland Unified School District	Oakland Emiliano Zapata Street Academy	052230
Oakland Unified School District	Oakland High School	052225
Oakland Unified School District	Oakland International High School	054232
Oakland Unified School District	Oakland Technical High School	052240
Oakland Unified School District	Ralph J Bunche High School	052197
Oakland Unified School District	Rudsdale Continuation High School	054488
Oakland Unified School District	Skyline High School	052238
Oakland Unified School District	Sojourner Truth Academy Independent Study	052224

### V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of



their schools<sup>2</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and Suite assessments	PSAT/NMSQT and one other assessment OR PSAT/NMSQT and more than one grade tested	PSAT/NMSQT only with one grade tested
≥ 0% and <50%	\$12.00	\$13.00	\$15.00
≥ 50% and < 75%	\$11.00	\$12.50	\$14.00
≥ 75%	\$10.00	\$12.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2017**

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$16.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ("non-Participating Grades"). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

<sup>2</sup> The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>3</sup>	Data Recipient <sup>4</sup>	Billing <sup>5</sup>	Bulk Registration (optional) <sup>6</sup>
Name:	Susana Ramirez	Jean Wing	Bernard McCune	Ay'Anna Moody
Title:	Executive Director, Office of Post Secondary Readiness	Executive Director	Deputy Chief Post-Secondary Readiness	
Address:	1000 Broadway, Ste 600	1000 Broadway, Ste 295	1000 Broadway, Ste 295	1000 Broadway, Ste 600
City/State/Zip:	Oakland, CA 94607-4071	Oakland, CA 94607	Oakland, CA 94607	Oakland, CA 94607-4071
Phone:	(510) 336-7535	(510) 451-4164	(510) 879-8200	(510) 336-7535
Email:	susana.ramirez@ousd.k12.ca.us	jean.wing@ousd.k12.ca.us	bernard.mccune@ousd.org	ay'anna.moody@ousd.org

**BUDGET SCHEDULE**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2017	June 30, 2018	2395	\$ 16.00	\$ 38,320	\$ 4,790	\$ 33,530

Subtotal: \$ 38,320  
Total Discount: \$ 4,790  
Total Cost: \$ 33,530

<sup>3</sup> This is the person to whom the College Board should direct primary communications.

<sup>4</sup> This is the person to whom the College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

<sup>5</sup> This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>6</sup> This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

# 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) [susana.ramirez@ousd.org](mailto:susana.ramirez@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
Telephone	(212) 373-8796	State	NY
		Zip	10281
		Email (required)	nmcintyre@collegeboard.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Worked as an OUSD employee?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Compensation and Terms - Must be within the OUSD Billing Guidelines

Anticipated start date	10/01/2017	Date work will end	6/30/2018	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
7338	OPSR	9281145311	5825	\$ 33,530.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0181924	Total Contract Amount	\$ 33,530.00	

## 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	Susana Ramirez	Phone	879-8823 (Cynthia Slater)
	Site/Department (Name & #)	Post Secondary Readiness		Fax	879-4112
	Signature			Date Approved	10/11/17
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	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
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	11/20/17
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	



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

**Search Term : the\* college\* board\***  
**Record Status: Active**

<b>ENTITY</b>	BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA	Status:Active
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DUNS: 781970942    +4:	CAGE Code: 4KFA5	DoDAAC:
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Expiration Date: Sep 21, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 2802 Moore Hwy City: TIFTON ZIP Code: 31793-5679	State/Province: GEORGIA Country: UNITED STATES
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<b>ENTITY</b>	vellore christian medical college foundation, inc., The	Status:Active
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DUNS: 091214767    +4:	CAGE Code: 61L10	DoDAAC:
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Expiration Date: Aug 18, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 475 Riverside Dr Ste 725 City: New York ZIP Code: 10115-0071	State/Province: NEW YORK Country: UNITED STATES
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<b>ENTITY</b>	BOARD OF DIRECTORS OF WITTENBERG COLLEGE, THE	Status:Active
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DUNS: 075002691    +4:	CAGE Code: 43XA8	DoDAAC:
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Expiration Date: May 12, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 225 N FOUNTAIN AVE City: SPRINGFIELD ZIP Code: 45504-2120	State/Province: OHIO Country: UNITED STATES
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<b>ENTITY</b>	GEORGIA COLLEGE & STATE UNIVERSITY	Status:Active
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DUNS: 010101020    +4:	CAGE Code: 0MJS3	DoDAAC:
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Expiration Date: Mar 29, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 231 W HANCOCK ST City: MILLEDGEVILLE ZIP Code: 31061-3375	State/Province: GEORGIA Country: UNITED STATES
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<b>ENTITY</b>	Darton State College Foundation, Inc.	Status:Active
DUNS: 066484593	+4:	CAGE Code: 1GAT7 DoDAAC:
Expiration Date: Feb 17, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 2400 Gillionville Rd		
City: Albany	State/Province: GEORGIA	
ZIP Code: 31707-3023	Country: UNITED STATES	
<b>ENTITY</b>	COLLEGE ENTRANCE EXAMINATION BOARD	Status:Active
DUNS: 968746347	+4:	CAGE Code: 3D2F2 DoDAAC:
Expiration Date: Jan 24, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 11955 DEMOCRACY DR		
City: RESTON	State/Province: VIRGINIA	
ZIP Code: 20190-5668	Country: UNITED STATES	
<b>ENTITY</b>	College Entrance Examination Board	Status:Active
DUNS: 072805831	+4:	CAGE Code: 2G889 DoDAAC:
Expiration Date: Dec 16, 2017 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 250 Vesey St		
City: New York	State/Province: NEW YORK	
ZIP Code: 10281-1052	Country: UNITED STATES	