

Oakland Unified School District
Office of the Board of Education

March 7, 2011

LEGISLATIVE FILE

File ID No. 11-0601

Introduction Date 3/14/11

Enactment No. 11-0456

Enactment Date 3-23-11

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Vernon Hal, Chief Financial Officer
Gee Kin Chou, Information Technology Officer



SUBJECT: SCHOOLS AND LIBRARIES DIVISION E-RATE INTERNAL CONNECTIONS, INTERNET SERVICE TO BACKUP DATA CENTER, WEB HOSTING, AND EMAIL HOSTING DISCOUNTS FOR FUNDING YEAR 07/01/2011 – 06/30/2012 APPLICATION AND BID AWARD RECOMMENDATIONS

ACTION REQUESTED

Approval of and authorization by the Board of Education to submit to the Federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) the District's Year 14 application seeking approximately **\$5,932,714**, in E-Rate funds for Fiscal Year 2011-2012; further authorizing and appropriating a separate required District match and necessary equipment and software costs of up to **\$902,931**, as follows: **\$756,912** to be taken from the Erate Facilities 2122/9099 account, **\$85,875** from District-wide Licensing Fees, account 9999994701-5846, **\$60,144**, from the Central Office Utilities/Telephone account 9991158202-5930, provide are appropriated in the 2011-2012 District budget.

The Board is requested to further authorize Award of Bid and Agreements, with the following vendors for the wiring of schools listed below: **Digital Design Communications** for Group 1 schools identified in the RFP for a cumulative amount not to exceed \$3,638,800, and with **Digital Design Communications** for Group 2 schools identified in the RFP for a cumulative amount not to exceed \$2,668,800.

The Board is requested to further authorize Award of Bid and Agreement with **Comcast Business Communications** for managed internet services to our secondary (backup) datacenter not to exceed **\$137,520 for 3 years**.

The Board is requested to further authorize Award of Bid and Agreement with **School Wires** for web hosting an amount not to exceed **\$173,475. for 3 years**.

The Board is requested to further authorize Award of Bid and Agreement with **CSI** for email hosting an amount not to exceed **\$323,500. for 3 years.**

The Board is further requested to approve increasing the current internet services contract with AT&T to increase the bandwidth from 300Mbps to 600Mbps for an incremental amount not to exceed \$255,880. per year for the remaining 2 years of the contract.

All of the Awards of Bids and Agreements stated herein, to the extent approved are made conditionally and limited to the amount of funds approved and awarded to the district by SLD and subject to appropriation of said funds by the Board. and the Board further authorizes acceptance of and execution of Grant Agreement and any amendments thereto with SLD for Fiscal Year 2011-2012 by the President and Secretary of the Board; each and all documents referenced herein, subject to form and content approval by the General Counsel.

BACKGROUND

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) provides affordable access to telecommunications services for all eligible schools and libraries in the United States. Funded at up to \$2.25 billion annually, the program provides discounts on telecommunications services, Internet access and internal connections.

Internal Connections

Oakland USD staff filed an application with the SLD for internal connections for schools whose network did not meet certain performance standards and who were likely to receive funding. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days, and published an announcement in both the local newspaper, and contractors' forum. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids. The schools selected for this process qualify for E-Rate and were grouped to allow funding at the 88% for group 1 and 88% for group 2 re-imbusement levels; they were clustered as follows:

Group	Group Description	Affected Schools
Grp 1	Data Infrastructure Upgrades	Brookfield Futures Elementary Horace Mann Markham Parker Community United Elementary Sobrante Park ACORN Woodland Hillside Academy Encompass ASCEND International Community School Think College Now Frick Madison Elmhurst Community Prep Alliance Academy Business & Information Technology Brewer Hoover Arroyo Viejo CDC Lockwood Pre K Lockwood CDC Webster CDC
Grp 2	Data Infrastructure Upgrades	Bella Vista Greenleaf Elementary Emerson Lafayette Manzanita Seed Manzanita Community School Martin Luther King Jr. PLACE @ Prescott Sankofa West Oakland Middle School Roosevelt ROOTS United for Success Coliseum Prep Urban Promise Dewey Life Academy Oakland International High School Howard CDC Lakeview CDC

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by February 17, 2011 at 2:00pm. The

evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 14: AEKO Consulting, Bear Data and Digital Design Communications.

Consideration was given to the Local, Small Local and Small Local Resident Business Enterprise Program Policy that was passed by the Board of Education on December 17, 2008.

The following criteria and “weights” were determined before any bid was opened and were agreed upon by the review committee, which was comprised of five staff members.

Total Cost: 30%; Adequate Facilities for staging and implementation 25%; Satisfactory Performance Record with OUSD 15%; Ability to comply with the performance schedule 15%; Contractor Stability 15%.

Upon review of the submitted bids, the bid from Bear Data had the following issues: the bid was incomplete, the respondent did not provide proof of proper licensing to be able to contract for this project, the respondent did not provide appropriate documentation to determine whether the bid met the district’s Local, Small Local and Small Local Resident Business Enterprise Program Policy. After consulting with OUSD Legal department, it was decided that this bid was non-responsive for both groups.

Summary: Vendor Scores Group 1

Criteria	Aeko	Digital
Overall Cost	30	25
Adequate Facilities for staging and implementation	15	20
Satisfactory Performance Record with K12 and OUSD	5	10
Ability to comply with the performance schedule	15	15
Contractor Stability	7	7

Summary: Vendor Scores Group 2

Criteria	Aeko	Digital
Overall Cost	30	27
Adequate Facilities for staging and implementation	15	20
Satisfactory Performance Record with K12 and OUSD	5	10
Ability to comply with the performance schedule	15	15
Contractor Stability	7	7

Summary: Total score per group

Group	Aeko	Digital
Group 1	72	77
Group 2	72	79

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than March 24, 2011 with signed and approved contracts for the work requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award Group 1 to **Digital Design Communications** Group 2 to **Digital Design Communication**

Vendor Proposal Post-Tax Costs

Group	Aeko	Digital
Group 1	\$3,059,221	\$3,638,800
Group 2	\$2,434,014	\$2,668,800

Managed Internet Services

Oakland USD staff filed an application with the SLD for Internet connection services. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids.

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by February 18, 2011 at 2:00pm. The evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 14 managed internet services: Alameda county Office of Education and Comcast Business Communications.

Before the bids were opened, the review committee, consisting of three staff members, discussed and decided on the following evaluation criteria:

The vendors were evaluated based on Cost 45%, Support 25%, Flexibility in providing services 20%, and Additional services 10%.

Evaluation Summary

Vendor	ACOE	Comcast
Cost	28	45
Support	20	25
Flexibility	20	20
Additional Services	0	0
Total	68	90

Pricing Summary

Vendor	ACOE*	Comcast
Cost	\$225,000	\$137,520

* including circuit charges to connect to ACOE

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than March 24, 2011 with signed and approved contracts for the work requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award to **Comcast Business Communications**.

Web Hosting

Oakland USD staff filed an application with the SLD for web hosting services. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids.

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by March 2, 2011 at 4:00pm. The evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 14 Web Hosting: E Chalk, Edline, IES, School Wires, Sharp School, and Thing Ed.

Before the bids were opened, the review committee consisting of three staff members, discussed and decided on the following evaluation criteria:

Vendors were evaluated based on total cost and compliance with the RFP. As the district is currently using School Wires, it was determined that it would require the district one FTE at \$80,000 district cost to switch to another vendor. As such, the total cost for implementing anything other than our existing solution should reflect this cost.

Evaluation Summary:

Vendor	Three year cost	District implementation cost	Total three year cost
E Chalk	1,263,655	80,000	\$1,343,655
Edline	206,841	80,000	\$286,841
IES	157,598	80,000	\$237,598
School Wires	173,475		\$173,475
Sharp School	200,550	80,000	\$280,550
Thing Ed	193,440	80,000	\$273,440

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than March 24, 2011 with signed and approved contracts for the work requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award to **School Wires**.

Email Hosting

Oakland USD staff filed an application with the SLD for email hosting services. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids.

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by March 2, 2011 at 4:00pm. The evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 14 Email Hosting: CSI, Edline, and ePaLs.

Before the bids were opened, the review committee consisting of three staff members, discussed and decided on the following evaluation criteria:

The vendors were evaluated based on Cost 35%, Product 25%, Company 15%, Project plan and implementation support 20%, Additional features or benefits included in the package 10%.

Evaluation Summary

Bidder	CSI	ePaLs	Edline
Cost	22	23	35
Product	22	18	10
Company	15	15	8
Project Plan/ Implimentation and support	18	15	15
Additional Services	0	4	0
Total	77	75	68

Pricing Summary

Vendor	CSI	ePaLs	Edline
3 year contract price	\$323,500	\$313,000	\$206,841

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than March 24, 2011 with signed and approved contracts for the work requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award to **CSI**.

FISCAL IMPACT

The District is responsible for the costs not covered by e-rate, up to 12% of the internal connections proposal and the costs of non-qualifying equipment or an estimated **\$756,912**. to be taken from the ERATE Facilities account 2122/9099: 9869901803-6200. Associated electrical and demolition costs will be submitted in a future board meeting. These costs are NOT covered by E-Rate.

The District is responsible for the costs not covered by e-rate, up to 20% of the Internet services costs or an estimated **\$60,144**. to be taken from the Central Office Utilities/Telephone account 9991158202-5930.

The District is responsible for the costs not covered by e-rate, up to 20% of the Web hosting and the costs of non-qualifying services or an estimated **\$29,575**. to be taken from District-wide Licensing Fees, account 9999994701-5846.

The District is responsible for the costs not covered by e-rate, up to 20% of the Email hosting and the costs of non-qualifying services or an estimated **\$56,300**. to be taken from District-wide Licensing Fees, account 9999994701-5846.

RECOMMENDATION

Staff is recommending that the Board authorize submittal of the application and award bids and Agreements for Fiscal Year 2011-2012 E-Rate discounts through the Schools and Libraries Division process as enumerated herein.

Contract only:

Fiscal Service

Budget code:

**RESOLUTION OF THE
BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1011-0155

**Approving Fiscal Year 2011-2012 E-Rate Application and Conditional Award
of Bids, Agreements for Services and/or Work**

Page 1 of 3

WHEREAS, the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access; and,

WHEREAS, the Schools and Libraries Program supports connectivity - the conduit or pipeline for communications using telecommunications services and/or the Internet, under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served and ranges from 20% to 90% of the costs of eligible services to schools, school districts and libraries; and,

WHEREAS, the Oakland Unified School District is required at the time of application to the SLD to designate matching funds, if required, and to identify vendors selected by competitive bids and/or Requests for Proposals (RFP) who will assist the District in the implementation of services and/or projects to be funded by E-Rate; and,

WHEREAS, the District is eligible to file its Year 14 E-Rate application with the SLD for funding pursuant to applicable eligibility standards and criteria,

WHEREAS, the Superintendent of Schools, in a Board Memorandum, dated March 7, 2011, recommends the approval of said application for the reasons stated in the memorandum, and delineates how funds, if granted, will be used, which is incorporated herein by reference as though fully set forth,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education, based upon said recommendation, hereby authorizes the filing of the Oakland Unified School District's Year 14 E-Rate Application — FCC Form 471 - with the Schools and Libraries Division (SLD) of the Universal Services Administrative Company seeking approximately **\$5,932,714** in E-Rate Funds for Fiscal Year 2011-2012; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes and appropriates District matching funds and necessary equipment and software costs of up to **\$902,931.00**, to be incorporated in the Fiscal Year 2011-2012 Budget and distributed to and taken from the following accounts, as may be required: \$756,912 to be taken from the Erate Facilities 2122/9099 account (or successor account), \$85,875 from District-wide Licensing Fees, account 9999994701-5846 (or successor account), \$60,144. from the Central Office Utilities/Telephone account 9991158202-5930 (or successor account); and,

BE IT FURTHER RESOLVED, that the Board hereby conditionally approves Award of Bids and Agreements for the wiring of schools listed in the table below:

Group	Group Description	Affected Schools
Grp 1	Data Infrastructure Upgrades	Brookfield
		Futures Elementary
		Horace Mann

**RESOLUTION OF THE
BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1011-0155

**Approving Fiscal Year 2011-2012 E-Rate Application and Conditional Award
of Bids, Agreements for Services and/or Work**

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		Markham
		Parker
		Community United Elementary
		Sobrante Park
		ACORN Woodland
		Hillside Academy
		Encompass
		ASCEND
		International Community School
		Think College Now
		Frick
		Madison
		Elmhurst Community Prep
		Alliance Academy
		Business & Information Technology
		Brewer
		Hoover
		Arroyo Viejo CDC
		Lockwood Pre K
		Lockwood CDC
		Webster CDC
Grp 2	Data Infrastructure Upgrades	Bella Vista
		Greenleaf Elementary
		Emerson
		Lafayette
		Manzanita Seed
		Manzanita Community School
		Martin Luther King Jr.
		PLACE @ Prescott
		Sankofa
		West Oakland Middle School
		Roosevelt
		ROOTS
		United for Success
		Coliseum Prep
		Urban Promise
		Dewey
		Life Academy
		Oakland International High School
		Howard CDC
		Lakeview CDC

**RESOLUTION OF THE
BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1011-0155

**Approving Fiscal Year 2011-2012 E-Rate Application and Conditional Award
of Bids, Agreements for Services and/or Work**

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to the following vendors: **Digital Design Communications** for Group 1 schools identified in the RFP/table above for a cumulative amount not to exceed **\$3,638,800.00**; **Digital Design Communications** for Group 2 schools identified in the RFP/table above for a cumulative amount not to exceed **\$2,668,800.00**; **Comcast Business Communications** for managed internet services to our secondary (backup) datacenter not to exceed **\$137,520.00 for 3 years**; **School Wires** for web hosting in an amount not to exceed **\$173,475.00 for 3 years**; and for **CSI** for email hosting an amount not to exceed **\$323,500. for 3 years**; each Award and Agreement stated herein, subject to or limited to the amount of funds approved and awarded to the District by SLD, if any, for the purpose(s) of the Awarded Bid and subject to appropriation of said funds, in whole or in part, by the Board; and

BE IT FURTHER RESOLVED, that the Board further authorizes acceptance of and execution of said Grant Agreement and any amendments thereto with SLD for Fiscal Year 2011-2012 and Agreements or Amendments with vendors named herein by the President and Secretary of the Board, each and all documents referenced herein, subject to form and content approval by the General Counsel.

Passed by the following vote:

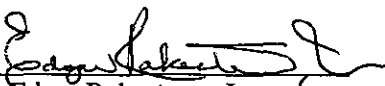
AYES: David Kakishiba, Jumoke Hodge, Noel Gallo, Christopher Dobbins,
and Acting President Jody London

NOES: Alice Spearman

ABSTAINED: None

ABSENT: President Gary Yee

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held March 23, 2011.


Edgar Rakestraw, Jr.
Secretary, Board of Education

File ID Number: 11-0601
Introduction Date: 3-15-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: [Signature]

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours
This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.
Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Applicant's Form Identifier (Optional: Create an identifier for your own reference) OUSD470Y14IC	Form 470 Application #: 914370000882910 (To be assigned by administrator)
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Block 1: Applicant Address and Information

1 Name of Applicant:
OAKLAND UNIFIED SCHOOL DIST

2 Funding Year: 2011 (Funding years run from July 1 through the following June 30)

3 Entity Number: 144227

4a Street Address, P.O.Box, or Route Number:
1025 SECOND AVE.

City: OAKLAND State: CA Zip Code: 94606 -0000

4b Telephone Number: (510) 879 -8200

4c Fax Number: (510) 879 -1848

5a Eligible Entities That Will Receive Services:
Check the ONE choice in 5a that best describes the eligible entities that will receive the services described in this form. You will then list in Item 15 the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 140

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Paul Hoy

If the Contact Person's Street Address is the same as Item 4a above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
1025 SECOND AVE.

City: OAKLAND State: CA Zip Code: 94606

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

6c Telephone Number: (510) 879 -8277

6d Fax Number: (510) 879 -1848

6e E-Mail Address: paul.hoy@ousd.k12.ca.us
Re-enter E-mail Address: paul.hoy@ousd.k12.ca.us

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name: MICHELLE HARKEN
Name of Consultant's Employer: CSM INC
Consultant's Street Address: 3130-C Inland Empire Blvd

City: Ontario State: CA Zip Code: 91764
Consultant's Telephone Number: (209) 834-0556 Ext.
Consultant's Fax Number: (909) 481-7410
Consultant's E-mail Address: mharken@csmcentral.com
Re-enter E-mail Address: mharken@csmcentral.com
Consultant Registration Number: 16043564

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y141C
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
Block 2: Summary Description of Needs or Services Requested	
8 Telecommunication Services	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>	
9 Internet Access	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>	
<p>Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14IC
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier: http://web.ousd.k12.ca.us/Erate.aspx</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
Service	Quantity and/or Capacity
Communication Cable Systems and Related Infrastructures	Please See RFP
Data Network (e.g., LAN/WAN) Infrastructures	Please See RFP
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y141C
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name:</p> <p>Title:</p> <p>Telephone Number:</p> <p>Fax Number:</p> <p>Email Address:</p> <p>Re-enter E-mail Address:</p> <p>13 <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.</p> <p>If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>All RFPs are located on-line at the following URL: http://web.ousd.k12.ca.us/Erate.aspx</p> <p>District may consider multi-year contracts and/or a contracts featuring voluntary extensions. District may consider contracts with flexible terms to allow for growth in number of sites and users and/or reduction of sites and users over the term of the contract(s). District may consider contract(s) with flexible terms to allow for growth in bandwidth and/or reduction of bandwidth over the term of the contract(s).</p>	
Block 3:	
14. [Reserved]	

Entity Number: 144227		Applicant's Form Identifier: OUSD470Y14IC	
Contact Person: Paul Hoy		Contact Phone Number: (510) 879-8277	
Block 4: Recipients of Service			
15 Billed Entities			
<p>List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.</p>			
Entity Number	Entity Name		
144227	OAKLAND UNIFIED SCHOOL DIST		

Entity Number: 144227		Applicant's Form Identifier: OUSD470Y14IC	
Contact Person: Paul Hoy		Contact Phone Number: (510) 879-8277	
Block 5: Certifications and Signature			
16 I certify that the applicant includes: (Check one or both.)			
a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38) , that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).			
17 <input checked="" type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. <input type="checkbox"/> Or I certify that no technology plan is required by Commission rules.			
18 <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.			
19 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.			
20 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.			
21 <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.			
22 <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.			
23 <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.			
24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.			
Entity Number: 144227		Applicant's Form Identifier: OUSD470Y14IC	
Contact Person: Paul Hoy		Contact Phone Number: (510) 879-8277	
25 Signature of authorized person: <input type="checkbox"/>		26 Date:	
27a Printed name of authorized person: Vernon Hal 27b Title or position of authorized person: DEPUTY SUPTDNT BUSINESS & OPRATION <input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person. 27c Street Address, P.O. Box, Route Number, City, State, Zip Code: 1025 2nd Ave City: Oakland State: CA Zip Code: 94606-2212 27d Telephone Number of Authorized Person: (510) 879-4663 27e Fax Number of Authorized Person: (510) 879-8011 27f E-mail Address of Authorized Person: vernon.hal@ousd.k12.ca.us Re-enter E-mail Address: vernon.hal@ousd.k12.ca.us 27g Name of Authorized Person's Employer: Oakland Unified School District			
Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.			

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y141C
Contact Person: Paul Hoy	Phone Number: (510) 879-8277

NOTICE. In accordance with Section 54 504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
October 2010

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: [Signature]

CERTIFIED:

[Signature]
Edgar Rakestraw, Jr., Secretary 3/24/11
Board of Education

**Schools and Libraries Universal Service
Description of Services Requested and Certification Form 470**

Estimated Average Burden Hours per Response: 3 hours
This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.
Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 95650000888157	Applicant's Form Identifier: OUSD470Y14
Application Status: COMPLETE	Posting Date: 01/14/2011
Allowable Contract Date: 02/11/2011	Certification Received Date:

Block 1: Applicant Address and Information

1 Name of Applicant:
OAKLAND UNIFIED SCHOOL DIST

2 Funding Year: 2011 (Funding years run from July 1 through the following June 30)

3 Entity Number: 144227

4a Street Address, P.O.Box, or Route Number:
1025 SECOND AVE.

City: OAKLAND State: CA Zip Code: 94606 -0000

4b Telephone Number: (510) 879 -8200

4c Fax Number: (510) 879 -1848

5a Eligible Entities That Will Receive Services:
Check the ONE choice in 5a that best describes the eligible entities that will receive the services described in this form. You will then list in Item 15 the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 140

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Paul Hoy

If the Contact Person's Street Address is the same as Item 4a above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
1025 SECOND AVE.

City: OAKLAND State: CA Zip Code: 94606 -0000

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

6c Telephone Number: (510) 879 -8277

6d Fax Number: (510) 879 -1848

6e E-Mail Address: paul.hoy@ousd.k12.ca.us
Re-enter E-mail Address: paul.hoy@ousd.k12.ca.us
If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name: MICHELLE HARKEN
Name of Consultant's Employer: CSM Central
Consultant's Street Address: 3130-C Inland Empire Blvd

City: Ontario State: CA Zip Code: 91764
Consultant's Telephone Number: (209) 834-0556 Ext.
Consultant's Fax Number: (909) 481-7410
Consultant's E-mail Address: mharken@csmcentral.com
Re-enter E-mail Address: mharken@csmcentral.com
Consultant Registration Number: 16043564

Entity Number: 144227		Applicant's Form Identifier: OUSD470Y14	
Contact Person: Paul Hoy		Phone Number: (510) 879-8277	
Block 2: Summary Description of Needs or Services Requested			
8 Telecommunication Services			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:			
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
9 Internet Access			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier: http://web.ousd.k12.ca.us/erate.aspx			
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).			
Service		Quantity and/or Capacity	
Managed Internet Access		Please See RFP	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:</p> <p>or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
<hr/>	
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:</p> <p>or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name:</p> <p>Title:</p> <p>Telephone Number:</p> <p>Fax Number:</p> <p>Email Address:</p> <p>Re-enter E-mail Address:</p>	
<p>13 <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.</p> <p>If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>All RFPs are located on-line at the following URL: http://web.ousd.k12.ca.us/Erate.aspx</p> <p>District may consider multi-year contracts and/or a contracts featuring voluntary extensions. District may consider contracts with flexible terms to allow for growth in number of sites and users and/or reduction of sites and users over the term of the contract(s). District may consider contract(s) with flexible terms to allow for growth in bandwidth and/or reduction of bandwidth over the term of the contract(s).</p>	
Block 3:	
14. [Reserved]	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
Block 4: Recipients of Service	
15 Billed Entities	
List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.	
Entity Number	Entity Name
144227	OAKLAND UNIFIED SCHOOL DIST

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
Block 5: Certifications and Signature	
<p>16 I certify that the applicant includes: (Check one or both.)</p> <p>a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p>b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).</p> <p>17 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Or I certify that no technology plan is required by Commission rules.</p> <p>18 <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.</p> <p>19 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>20 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.</p> <p>21 <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.</p> <p>22 <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.</p> <p>23 <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.</p> <p>24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.</p>	
Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
25 Signature of authorized person: <input type="checkbox"/>	26 Date:
<p>27a Printed name of authorized person: Vernon Hal</p> <p>27b Title or position of authorized person: DEPUTY SUPTDNT BUSINESS & OPRATION</p> <p><input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.</p> <p>27c Street Address, P.O. Box, Route Number, City, State, Zip Code: 1025 2nd Ave City: Oakland State: CA Zip Code: 94606</p> <p>27d Telephone Number of Authorized Person: (510) 879-4663</p> <p>27e Fax Number of Authorized Person: (510) 879-8011</p> <p>27f E-mail Address of Authorized Person: vernon.hal@ousd.k12.ca.us Re-enter E-mail Address: vernon.hal@ousd.k12.ca.us</p> <p>27g Name of Authorized Person's Employer: Oakland Unified School District</p>	
<p>Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14
Contact Person: Paul Hoy	Phone Number: (510) 879-8277

NOTICE. In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

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The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

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Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
October 2010

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[Return To Search Results](#)

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: BJ

CERTIFIED:

Edgar Rakestraw, Jr. 3/24/11
Edgar Rakestraw, Jr., Secretary
Board of Education

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours
This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.
Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Applicant's Form Identifier (Optional: Create an identifier for your own reference) OUSD470Y14P1	Form 470 Application #: 189870000893838 (To be assigned by administrator)
Block 1: Applicant Address and Information	
<p>1 Name of Applicant: OAKLAND UNIFIED SCHOOL DIST</p> <p>2 Funding Year: 2011 (Funding years run from July 1 through the following June 30)</p> <p>3 Entity Number: 144227</p> <p>4a Street Address, P.O.Box, or Route Number: 1025 SECOND AVE.</p> <p>City: OAKLAND State: CA Zip Code: 94606 -0000</p> <p>4b Telephone Number: (510) 879 -8200</p> <p>4c Fax Number: (510) 879 -1848</p> <p>5a Eligible Entities That Will Receive Services: Check the ONE choice in 5a that best describes the eligible entities that will receive the services described in this form. You will then list in Item 15 the entity/entities that will pay the bills for these services.</p> <p><input type="radio"/> Individual School (individual public or non-public school)</p> <p><input checked="" type="radio"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)</p> <p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input type="radio"/> Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)</p> <p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services - Check all that apply:</p> <p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p> <p>5c Number of eligible entities for which services are sought: 140</p>	
Block 1: Applicant Address and Information (continued)	
<p>6a Contact Person's Name: Paul Hoy</p> <p>If the Contact Person's Street Address is the same as Item 4a above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O.Box, or Route Number: NOTE: USAC will use this address to mail correspondence 1025 SECOND AVE.</p> <p>City: OAKLAND State: CA Zip Code: 94606 -0000</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number: (510) 879 -8277</p> <p><input type="checkbox"/> 6d Fax Number: (510) 879 -1848</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address: paul.hoy@ousd.k12.ca.us Re-enter E-mail Address: paul.hoy@ousd.k12.ca.us</p> <p>If a consultant is assisting you with your application process, please complete Item 7 below:</p> <p>7 Consultant Name: MICHELLE HARKEN Name of Consultant's Employer: CSM, Inc. Consultant's Street Address: 3130-C Inland Empire Blvd</p> <p>City: Ontario State: CA Zip Code: 91764 Consultant's Telephone Number: (209) 834-0556 Ext. Consultant's Fax Number: (909) 481-7410 Consultant's E-mail Address: mharken@csmcntral.com Re-enter E-mail Address: mharken@csmcntral.com Consultant Registration Number: 16043564</p>	

Entity Number: 144227		Applicant's Form Identifier: OUSD470Y14P1	
Contact Person: Paul Hoy		Phone Number: (510) 879-8277	
Block 2: Summary Description of Needs or Services Requested			
8 Telecommunication Services			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:			
b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
Service		Quantity and/or Capacity	
Data services for portable electronic devices	Estimated 38 data plans, unlimited text and data and estimated 40 mobile broadband cards, district wide		
Cellular services	estimated 80 Cellular users, 10 iPhones with approx. 28,000 pooled minutes, district wide		
9 Internet Access			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: http://web.ousd.k12.ca.us/Erate.aspx or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:			
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).			
Service		Quantity and/or Capacity	
Hosted E-mail	Please refer to RFP		
Internet Access for Portable Electronic Devices	Estimated 38 data plans with unlimited data and text, plus 40 mobile broadband cards, district wide (No RFP)		
Web Hosting	Please refer to RFP		

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
10 Internal Connections Other Than Basic Maintenance	
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:</p> <p>or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
<hr/>	
11 Basic Maintenance of Internal Connections	
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:</p> <p>or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Phone Number: (510) 879-8277
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name:</p> <p>Title:</p> <p>Telephone Number:</p> <p>Fax Number:</p> <p>Email Address:</p> <p>Re-enter E-mail Address:</p>	
<p>13 <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.</p> <p>If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>All RFPs are located on-line at the following URL: http://web.ousd.k12.ca.us/Erate.aspx District may consider multi-year contracts and/or a contracts featuring voluntary extensions. District may consider contracts with flexible terms to allow for growth in number of sites and users and/or reduction of sites and users over the term of the contract(s). District may consider contract(s) with flexible terms to allow for growth in bandwidth and/or reduction of bandwidth over the term of the contract(s).</p>	
Block 3:	
14. [Reserved]	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
Block 4: Recipients of Service	
15 Billed Entities	
<p>List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.</p>	
Entity Number	Entity Name
144227	OAKLAND UNIFIED SCHOOL DIST

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
Block 5: Certifications and Signature	
<p>16 I certify that the applicant includes: (Check one or both.)</p> <p>a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p>b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).</p> <p>17 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Or I certify that no technology plan is required by Commission rules.</p> <p>18 <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.</p> <p>19 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>20 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.</p> <p>21 <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.</p> <p>22 <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.</p> <p>23 <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.</p> <p>24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.</p>	
Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Contact Phone Number: (510) 879-8277
25 Signature of authorized person: _____	26 Date:
<p>27a Printed name of authorized person: Vernon Hal</p> <p>27b Title or position of authorized person: DEPUTY SUPTDNT BUSINESS & OPRATION</p> <p><input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.</p> <p>27c Street Address, P.O. Box, Route Number, City, State, Zip Code: 1025 2nd Ave City: Oakland State: CA Zip Code: 94606</p> <p>27d Telephone Number of Authorized Person: (510) 879-4663</p> <p>27e Fax Number of Authorized Person: (510) 879-8011</p> <p>27f E-mail Address of Authorized Person: vernon.hal@ousd.k12.ca.us Re-enter E-mail Address: vernon.hal@ousd.k12.ca.us</p> <p>27g Name of Authorized Person's Employer: Oakland Unified School District</p>	
<p>Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.</p>	

Entity Number: 144227	Applicant's Form Identifier: OUSD470Y14P1
Contact Person: Paul Hoy	Phone Number: (510) 879-8277

NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470
 P.O. Box 7026
 Lawrence, Kansas 66044-7026
 1-888-203-8100

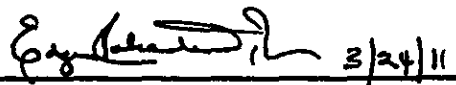
For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
 ATTN: SLD Form 470
 3833 Greenway Drive
 Lawrence, Kansas 66046
 1-888-203-8100

FCC Form 470
 November 2010

File ID Number: 11-0601
 Introduction Date: 3-14-11
 Enactment Number: 11-0456
 Enactment Date: 3-23-11
 By: EA

CERTIFIED:


Edgar Rakestraw, Jr., Secretary
 Board of Education

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 14**

The Oakland Unified School District ("District") and Comcast Business Communications ("**Service Provider**") sign this document for the purchase of eligible equipment and services ~~as described on the attachment to this letter~~ as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2014 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$137,520 for three years of service (SLD Pre-Discounted Amount).

Service Provider: Comcast Business Communications

Applicant Name: Oakland Unified School District

Signature: 

Signature:  3/24/11
Gary D. Yee, Ed.D.
President, Board of Education

Printed Name: Terrence J. Connell

Print Name: 


Title: Vice President

Title: Edgar Rakestraw, Jr., Secretary
Board of Education 3/24/11

Date: 3/11/11

Date: _____

Internet services

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: 

Comcast Phone, LLC Network Services Agreement

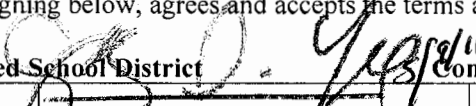
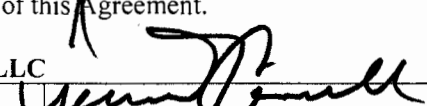
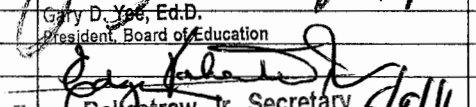
This Agreement ("Agreement") is made on the 11th day of March, 2011 ("Effective Date") by and between Comcast Phone, LLC, a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Oakland Unified School District ("Customer"), with offices located at 1025 2nd Avenue Oakland, CA 94606. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Company to Customer: 300 Mbps Ethernet Dedicated Internet ("EDI") Services at one (1) Customer site, as set forth in Schedules A and B attached hereto.	
Term of Agreement (months): Thirty-Six (36)	Agreement Number: CA-10055-031111-01
Non-Recurring Charges ("NRC"): \$0.00	Monthly Recurring Charges ("MRC"): \$3,820.00
Any Additional Charges/Explanation:	
Number of Sites: One (1)	Estimated Service Date: On or after July 1, 2011
Notes / Comments: 1. Customer is CTF eligible under Application No. 17 (approved July 29, 2004). 2. E-Rate funding to be sought solely by Customer / Comcast Phone, LLC SPIN No. is 143034516.	
Sales Person: Nathan Woodard	Telephone Number: (925) 586-7897
General Manager: Raymond Hatch	Telephone Number: (925) 424-0352
Customer Contact: Paul Hoy	Telephone Number: (510) 879-4663

This Network Services Agreement sets forth the terms and conditions under which Comcast, through its wholly owned affiliates and subsidiaries (collectively "Company" or "Comcast") will provide the Services identified above to Customer. This Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Phone of California, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon mutual execution by both Parties of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

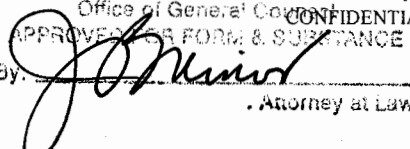
All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Oakland Unified School District		Comcast Phone, LLC	
Signature: 	Signature: 	Signature:	Signature:
Printed Name: Gary D. Yee, Ed.D. President, Board of Education	Printed Name: Terrence Connell	Printed Name:	Printed Name:
Title: 	Title: Vice President	Title:	Title:
Date: 4/8/11	Date: 4/8/11	Date:	Date:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
CONFIDENTIAL and PROPRIETARY

rcv. 1.0 9/2010
SHA

APPROVED FOR FORM & SUBSTANCE
By:  . Attorney at Law

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: 112

COMCAST PHONE, LLC GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE OF SERVICE

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION OF NETWORK

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 **Customer-Provided Equipment (CPE).** Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the *pro rated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3(A) Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within 30 days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

4.3(B) **FOR CALIFORNIA CUSTOMERS ONLY.** The following provision applies in lieu of Section 4.3(A). Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding" and/or "California Teleconnect Fund"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in

accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In accordance with the "CTF/Senate Bill 1102", Company shall apply the CTF, (California Teleconnect Fund) discount after applying the Federal E-rate discount. Notwithstanding this, Company will complete and process the FCC Form 474, which, as a matter of law or regulation, is required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

4.4 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.5 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services,

Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for thirty-six (36) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be thirty-six (36) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

- (i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach. 6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals

thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

SECTION 9 - INDEMNIFICATION

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or

information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots,

insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: Dept. Sup. of Business Services and Operations
Oakland Unified School District
11025 2nd Avenue
Oakland, CA 94606

To Company:

Attn.: VP - Business Services
Comcast Phone of California, LLC
One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department
Comcast Cable Communications, LLC.
One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 - CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall

be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 - INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS
Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

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

OUSD Staff Contact Emails about this contract should be sent to: paul.hoy@ousd.

Contractor Information

Contractor Name	COMCAST PHONE, LLC	Agency's Contact	NATHAN WOODARD		
OUSD Vendor ID #	V052398	Title	COMCAST BUSINESS - CA REGION		
Street Address	ONE COMCAST CENTER	City	PHILADELPHIA	State	PA Zip 19103
Telephone	(925) 586-7897	Email	Nathan_Woodard@cable.comcast.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	07/01/2011	Date work will end	06/30/2014	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 137,520.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Unrestricted	9991158202	5930	\$ 137,520.00
		\$45,840/Year	5825	\$
			5825	\$
Requisition No.	Rxxxxxx	Total Contract Amount		\$ 137,520.00

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.

1.	Administrator / Manager (Originator)	Name	PAUL HOY	Phone	(510) 879-8277
	Site / Department	986 / TECHNOLOGY SERVICES	Fax	(510) 451-1695	
	Signature			Date Approved	4/4/11
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	
	Signature (if using multiple restricted resources)			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				
	Signature			Date Approved	4/12/11
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input checked="" type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved		Denied - Reason	Date 4/20/2011	
Procurement	Date Received		PO Number		



**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 14**

The Oakland Unified School District ("District") and Digital Design Communications ("**Service Provider**") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2012 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$3,638,800.

Service Provider: Digital Design
Communications

Signature: 

Printed Name: VICTOR M. ZAMORA

Title: PRESIDENT

Date: 3/8/11

Applicant Name: Oakland Unified School
District

Signature:  3/24/11

Print Name: Gary D. Yee, Ed.D.
President, Board of Education

Title:  3/24/11

Date: Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 11-0601

Introduction Date: 3-14-11

Enactment Number: 11-0456

Enactment Date: 3-23-11

By: JJ


**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 14**

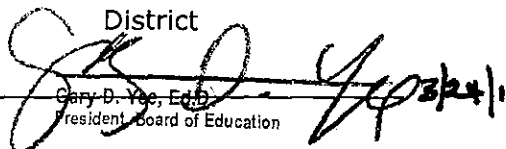
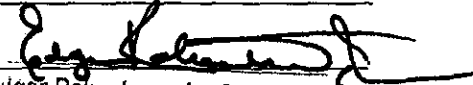
The Oakland Unified School District ("District") and Digital Design Communications ("**Service Provider**") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.


The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2012 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$2,668,800.

Service Provider: Digital Design Communications
Signature: 
Printed Name: VICTOR M. ZAMORA
Title: PRESIDENT
Date: 3/8/11

Applicant Name: Oakland Unified School District
Signature: 
Print Name: Gary D. Yee, Ed.D.
President, Board of Education
Title: 
Date: Edgar Rakestraw, Jr., Secretary
Board of Education 3/24/11

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: 

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 14**

The Oakland Unified School District ("District") and School Wires ("**Service Provider**") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.


The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

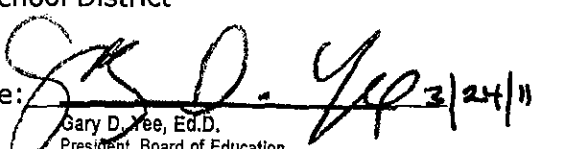
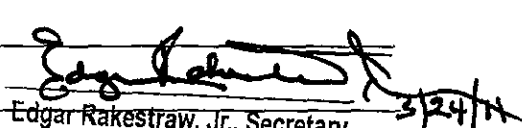
- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2014 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$173,475 for three years of service (SLD Pre-Discounted Amount).

Service Provider: School Wires

Applicant Name: Oakland Unified School District

Signature: 
Printed Name: Christiane Crawford
Title: CEO
Date: March 9, 2011

Signature:  3/24/11
Print Name: Gary D. Yee, Ed.D.
President, Board of Education
Title: _____
Date:  3/24/11
Edgar Rakestraw, Jr., Secretary
Board of Education

Web Hosting

File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: LJ



Renewal Addendum

to the Master Agreement

Schoolwires, Inc.

320 Rolling Ridge Dr., Suite 201, State College, PA 16801
Phone 814-689-1046 Fax 866-891-8612
www.schoolwires.com

Schoolwires SPIN Number: 143027372

DISTRICT/ENTITY Oakland Unified School District
("CLIENT") NAME: 1025 Second Ave.
Oakland, CA 94606
(510) 879-8100
Customer ID [CA01001176]

Subsidized by the Champions of Education Program?	Has Applied / Will Apply for E-Rate?	Account Tier
No		Tier 8 (101-125 schools)
Term of Renewal	Start Date	Expiration Date
3 years	07/01/2011	06/30/2014

Amendment to the Master Agreement

This Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Addendum, the parties are agreeing to renew the Master Agreement so that it remains in effect until the Expiration Date specified above. In this regard, Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services listed in Exhibit A, for the fees set forth in Exhibit A, for or during the period beginning with the Start Date and ending on the Expiration Date (as specified in the table above). The Term of the Agreement may be renewed beyond the Expiration Date in accordance with the relevant provisions of the Schoolwires Standard Terms and Conditions. In all other respects, the Agreement shall remain in full force and effect.

Fees and Payment Terms

Schoolwires will provide Client with the Licensed Software, support and/or services listed in Exhibit A of this Addendum for the fees set forth in Exhibit A. Invoicing procedures, payment terms, fees, limitations to increase in annual fees and other such specifics are governed by the relevant provisions of the Schoolwires Standard Terms and Conditions.

Client Accounts Payable Information:

Is a PO Number Required? (Y/N)		PO Number:	
Accounts Payable Contact Person Information			
Contact Name:			
Contact Telephone Number:			

ADDITIONAL NOTES:

EXHIBIT A

Fees					
			Year 1	Year 2 *	Year 3 *
	Units	Unit Price	Total Fees	Total Fees	Total Fees
Licensed Software **					
Synergy: Software Subscription	1.0 EL	\$7,512.50	\$7,512.50	\$7,512.50	\$7,512.50
Centricity2 Core Software Subscription	1.0 EL	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Subtotal			\$22,512.50	\$22,512.50	\$22,512.50
SchoolWires Web Hosting Service					
Centricity: Schoolwires Web Hosting Service (ASP) - per Account	1.0	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Synergy: Schoolwires Hosting Service (ASP)	1.0 GB	\$5,312.50	\$5,312.50	\$5,312.50	\$5,312.50
Subtotal			\$35,312.50	\$35,312.50	\$35,312.50
Total			\$57,825.00	\$57,825.00	\$57,825.00

- EL means an enterprise license under which an unlimited number of employees throughout Client's organization may access and use the particular Licensed Software in accordance with the Standard Terms and Conditions;

* While the fees for each of the annual or other periods reflected in the table above are stated as fixed fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Schoolwires would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Standard Terms and Conditions.

** Components included in the Licensed Software and additional licensing and hosting limitations are provided in Exhibit B and/or Exhibit C of this Master Agreement. Some Licensed Software may require Supplements (relating to software or services to be provided by third parties) or Amendments to the Master Agreement and some components may not be currently available.

*** Web hosting services provide a school or library website at a location outside of the school's or library's premises. A website is a location (such as www.schoolname.org) for World Wide Web content made available to those accessing the site. The Web Hosting Service Fee includes maintenance and technical support appropriate to maintain reliable operation. Schoolwires Hosting Services and associated fees are separate and distinct from Schoolwires Licensed Software.

EXHIBIT B

Additional Notes Related to Schoolwires Licensed Software, Hosting Services and Packaged Professional Services

Schoolwires On-demand Solution Components

<i>Synergy</i>	
Synergy Software License	✓
User Accounts	Unlimited
Hosted By	Schoolwires
GB's	Per Exhibit A

Schoolwires Centricity™

Components Included in

	Centricity ² Core
Centricity™ Software Subscription	✓
Advanced Website Design Tools (Styler™, WYSIWYG, Image, CSS, and Roundtrip Editors)	✓
Advanced Content Management Tools (SiteSearch, Website Stats, e-Alerts, Calendar, LDAP Connector, Introductory App Collection, RSS Feeds)	✓
Multimedia Bundle (Clip Art, Podcasts, Blogs, Wikis, Photo Gallery)	✓
Forms and Surveys	✓
MiniBase	✓
Software Maintenance (Updates and Upgrades)	✓
Support Level	Premium
Hosted By	N/A

Hosting Services

FlexSites (also known as Sections)	100 per Site
GB's	1 per Site

By signing below, each of Schoolwires and Client represent that this Addendum to the Master Agreement has received all necessary approvals, that each party is authorized to enter into this contract, and that each party agrees to be bound by the terms of the Master Agreement as modified by this Addendum.

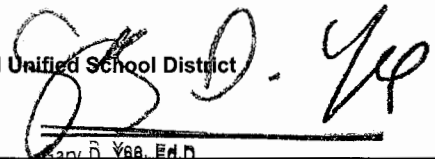
THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Schoolwires, Inc.

Oakland Unified School District

Christiane Crawford

Name of Authorized Schoolwires Officer:



Cary D. Yee, Ed.D.

Name of Authorized Oakland Unified School District Representative:

5/9/11

CEO

Title:

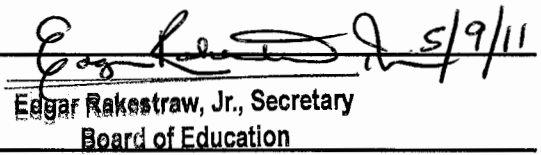


Signature:

April 14, 2011

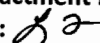
Date:

Title:


Edgar Rakestraw, Jr., Secretary
Board of Education

Signature:

Date:

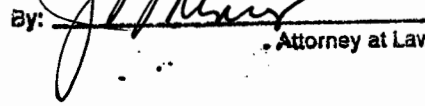
File ID Number: 11-0601
Introduction Date: 3-14-11
Enactment Number: 11-0456
Enactment Date: 3-23-11
By: 

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	John Doornbos
Sales Manager:	Ed Marflak

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: 
Attorney at Law



Master Agreement

Schoolwires, Inc.

320 Rolling Ridge Dr., Suite 201, State College, PA 16801
Phone 814-689-1046 Fax 866-891-8612
www.schoolwires.com

Schoolwires SPIN Number: 143027372

DISTRICT/ENTITY Oakland Unified School District
("CLIENT") NAME: 1025 Second Ave.
Oakland, CA 94606
(510) 879-8100
Customer ID [CA01001176]

Subsidized by the Champions of Education Program?	Has Applied / Will Apply for E-Rate?	Account Tier
No		Tier 7 (76-100 schools)
Initial Term of Agreement	Start Date	Expiration Date *
3 years	07/01/2010	06/30/2013

* Agreement is subject to renewal in accordance with the relevant provisions of the Schoolwires Standard Terms and Conditions.

Fees and Payment Terms

Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services to the extent identified in Exhibit A of this Master Agreement for the fees set forth in Exhibit A. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Schoolwires Standard Terms and Conditions.

Client Accounts Payable Information:

Is a PO Number Required? (Y/N)		PO Number:	
Accounts Payable Contact Person Information			
Contact Name:			
Contact Telephone Number:			

Notice:

This Agreement is subject to the Schoolwires Standard Terms and Conditions, Terms of Use and Privacy Policy which set forth additional terms of this Agreement. If terms of this Master Agreement conflict with the Schoolwires Standard Terms and Conditions, then this Agreement controls. The Terms of Use and Privacy Policy can be found at www.schoolwires.com/policies. The Schoolwires Standard Terms and Conditions have been provided or made available to Client by a Schoolwires' sales representative or other authorized Schoolwires' representative. Client acknowledges receipt and acceptance of those materials.

ADDITIONAL NOTES:

By executing this Master Agreement, Schoolwires and the Client agree to terminate services provided under the previous Master Agreement signed 4/21/2009. Services provided under the previous Master Agreement will terminate effective June 30, 2010.

EXHIBIT A

Fees					
			Year 1	Year 2 *	Year 3 *
	Units	Unit Price	Total Fees	Total Fees	Total Fees
Licensed Software **					
Centricity: Software Subscription	1.0 EL	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Synergy: Software Subscription	1.0 EL	\$7,512.50	\$7,512.50	\$7,512.50	\$7,512.50
Subtotal			\$22,512.50	\$22,512.50	\$22,512.50
SchoolWires Web Hosting Service					
Centricity: Schoolwires Web Hosting Service (ASP) - per Account	1.0	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Synergy: Schoolwires Hosting Service (ASP)	1.0 GB	\$5,312.50	\$5,312.50	\$5,312.50	\$5,312.50
Subtotal			\$35,312.50	\$35,312.50	\$35,312.50
Total			\$57,825.00	\$57,825.00	\$57,825.00

- EL means an enterprise license under which an unlimited number of employees throughout Client's organization may access and use the particular Licensed Software in accordance with the Standard Terms and Conditions;

* While the fees for each of the annual or other periods reflected in the table above are stated as fixed fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Schoolwires would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Standard Terms and Conditions.

** Components included in the Licensed Software and additional licensing and hosting limitations are provided in Exhibit B of this Master Agreement. Some Licensed Software may require Supplements (relating to software or services to be provided by third parties) or Amendments to the Master Agreement. Please see any attached Supplement for more information.

*** Web hosting services provide a school or library website at a location outside of the school's or library's premises. A website is a location (such as www.schoolname.org) for World Wide Web content made available to those accessing the site. The Web Hosting Service Fee includes maintenance and technical support appropriate to maintain reliable operation. Schoolwires Hosting Services and associated fees are separate and distinct from Schoolwires Licensed Software.

EXHIBIT B

Additional Notes Related to Schoolwires Licensed Software and Hosting Services

Schoolwires Centricity™

Components Included in

	Power Pack Gold
Centricity™ Software Subscription	✓
Advanced Website Design & Management Tools (Website Stats Package, e-Alerts, Schoolwires Styler)	✓
Forms and Surveys	✓
MiniBase	✓
SiteSearch	✓
LDAP	✓
Multimedia Bundle (Clip Art, Podcasts, Blogs, Photo Gallery)	✓
Macintosh Support for editing with Mozilla Firefox	✓
Software Maintenance (Updates and Upgrades)	✓
Support Level	Premium
Hosted By	N/A

Hosting Services

FlexSites (also known as Sections)	100 per Site
GB's	1 per Site

Schoolwires On-demand Solution Components

Synergy

Synergy Software License	✓
User Accounts	Unlimited
Hosted By	Schoolwires
GB's	Per Exhibit A

By signing below, each of Schoolwires and Client represent that a) this Master Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has received and accepted Schoolwires Standard Terms and Conditions, Terms of Use, and Privacy Policy.

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

Schoolwires, Inc.

Oakland Unified School District

Don Eisele

Name of Authorized Schoolwires Officer:

G. D. Yee 8/7/10

G. D. Yee, Ed.D.

Name of Authorized Oakland Unified School District Representative:

CEO

Title:

Edgar Rakestraw, Jr.

Title: Edgar Rakestraw, Jr., Secretary
Board of Education

8/7/10

[Signature]

Signature:

Signature:

2/18/10

Date:

Date:

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	John Doornbos
Sales Manager:	Frank Tait

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

By: [Signature]
Attorney at Law

File ID Number: 10-0198
Introduction Date: 2/1/10
Enactment Number: 10-0284
Enactment Date: 2/10/10
By: [Signature]

Applicant Name: OAKLAND UNIFIED SCHOOL DIST

Service Provider (SP) Name: SCHOOLWIRES INC

Submitter Invoice Number: OUSD472SCHOOLWY13

SLD Invoice Number: 1452548

Funding Request Number (FRN): 2017519

I am reviewing your request for reimbursement of the aforementioned FRN. Please send me a copy of the detailed invoices sent to the applicant for the products/services provided.

Please provide the page(s) that indicate the following:

- * Bill Date
- * Service Provider Name
- * Period of Service
- * Total Current Charge
- * Bill-To Entity (Name & Address)
- * Description of Products / Services Delivered

Please provide this information to me as soon as possible within the next 7 calendar days (by **End of Day [Friday], [03/04/2011]**). Failure to do so may result in a reduction or rejection of the invoice, without further request. In this event, please ensure you have all necessary documents collected before resubmitting your request. If you have any questions, please contact me within this 7 day period.

Thank you for your cooperation and continued support of the Universal Service Program.

Joel Landsman

Schools and Libraries Division

Invoicing Department

Phone: 973-581-5157

FAX: 973-599-6541

jlandsm@sl.universalservice.org

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.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

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

OUSD Staff Contact *Emails about this contract should be sent to:* **paul.hoy@ousd.**

Contractor Information

Contractor Name	SCHOOLWIRES, INC	Agency's Contact	JOHN DOORNBUS
OUSD Vendor ID #	V052398	Title	ACCOUNT MANAGER
Street Address	320 ROLLING RIDGE DR., SUITE 201	City	STATE COLLEGE
Telephone	(814) 689-1046	State	PA
		Zip	16801
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	07/01/2011	Date work will end	06/30/2014	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 173,475.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Unrestricted	9999994701	5846	\$ 173,475.00
		\$57,825/Year	5825	\$
			5825	\$

Requisition No.	Rxxxxxx	Total Contract Amount	\$ 173,475.00
------------------------	---------	------------------------------	----------------------

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.

1.	Administrator / Manager (Originator)	Name	PAUL HOY	Phone	(510) 879-8277
	Site / Department		986 / TECHNOLOGY SERVICES	Fax	(510) 451-1695
	Signature	<i>[Signature]</i>		Date Approved	4/14/2011
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				
Signature	<i>[Signature]</i>		Date Approved	4/10/11	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature			Date Approved	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract	Approved	<i>[Signature]</i>	Denied - Reason	Date
Procurement	Date Received			PO Number	4/20/2011



**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 14**

The Oakland Unified School District ("District") and CSI ("**Service Provider**") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2014 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$323,500 for three years of service (SLD Pre-Discounted Amount).

Service Provider: CSI

Applicant Name: Oakland Unified School District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Email Hosting

File ID Number: 11-0601

Introduction Date: 3-14-11

Enactment Number: 11-0456

Enactment Date: 3-23-11

By: [Signature]

Gary D. Yee, Ed.D.
President, Board of Education

Edgar Rakestraw, Jr., Secretary
Board of Education