

Board Office Use: Legislative File Info.	
File ID Number	12-2912
Introduction Date	11-14-12
Enactment Number	12-2828
Enactment Date	11-14-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

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

Board Meeting Date  
(To be completed by Procurement) 11-14-12

Subject Excelerator District Wide Implementation for Oakland Accelerates' Secondary Schools - College Board Contract #: 2013M-K12 17653 (contractor) - High School Network (site/department)

**Action Requested** Approval of the Excelerator District Wide Implementation for Oakland Accelerates' Secondary Schools - College Board Contract #: 2013M-K12-17653. Services to be primarily provided to the High School Network for the period November 1, 2012 through June 30, 2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* The College Board is a nationally renowned organization that holds a standard of instructional rigor through its Advanced Placement program. A partnership between the OUSD and College Board was established more than one year ago to improve instructional rigor and to advanced college and career readiness programs and practices in our secondary schools. This partnership resulted in the award of an Investing in Innovation grant from the U.S. Department of Education in 2011. This contract describes the paid services of College Board during 2012-2013.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of the Excelerator District Wide Implementation for Oakland Accelerates' Secondary Schools - College Board Contract #: 2013M-K12-17653. Under this contract, the College Board will provide professional development for secondary teachers to increase the rigor of secondary curriculum and instruction. One program supports implementation of the pre-Advanced Placement Springboard curriculum in a cohort of middle schools and high schools. Another supports coherent curriculum planning by high school teachers that provides students with the essential experiences for college readiness. Additionally, this contract will fund an i3 Project Implementation Manager and Advanced Placement Coach, as well as PSAT products and services to ensure participation of all OUSD 10<sup>th</sup> graders in PSAT testing, for the period November 1, 2012 through June 30, 2013, in an amount not to exceed \$327,349.00.

**Recommendation** Approval of the Excelerator District Wide Implementation for Oakland Accelerates' Secondary Schools - College Board Contract #: 2013M-K12-17653. Services to be primarily provided to the High School Network for the period November 1, 2012 through June 30, 2013.

**Fiscal Impact** Funding resource name (please spell out): Investing in Innovation Grant (i3) and Tier 3 Unrestricted not to exceed \$327,349.00.



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## Attachments

- Exceleator District Wide Implementation for Oakland Accelerates' Secondary Schools - College Board Contract #: 2013M-K12
- EPLS
- Insurance Certification
- Statement of qualifications

**EXCELERATOR DISTRICT WIDE IMPLEMENTATION FOR OAKLAND  
ACCELERATES' SECONDARY SCHOOLS****COLLEGE BOARD CONTRACT #: 2013M-K12-17653**

**THIS AGREEMENT**, including all appendices, exhibits and schedules attached hereto, (the "**Agreement**"), is made as of this 1st day of July 2012, by and between Oakland Unified School District ("OUSD" or "**Client**") and the College Board (the "**College Board**").

**WHEREAS** in 2011 OUSD applied and received a grant from the US Department of Education's Office of Innovation and Improvement for investing in innovation to implement the "Oakland Accelerates" program into Oakland Unified School District's secondary schools to substantially increase the number of students who graduate and are ready for post-secondary success without remediation.

**WHEREAS**, the College Board's EXCEerator model has been designed around an emphases on a district approach for secondary schools to college readiness with the vision of seeing all students graduate from high school with the knowledge and skills necessary to enter college and to be successful in the postsecondary environment. The goal is to create systems that make this vision a reality with a special focus on serving those students who have been and continue to be underserved.

**WHEREAS**, the purpose of this Agreement is to outline the shared expectations, responsibilities, and commitments between the College Board and OUSD with regard to establishing and supporting a *district-wide* EXCEerator Model customized to achieve the goals of Oakland Accelerates' secondary schools.

**WHEREAS**, the Oakland Accelerates EXCEerator mode is composed of the following elements:

1. Development of areas of priority and need related to college-readiness throughout the district and an accompanying Road Map for Change;
2. Development of a district-wide definition, strategies and goals around college and career readiness for all students;
3. Development of focused and extensive professional development for central office district staff, principals, teachers and counselors, which will equip educators at every level of the district to provide a rigorous education with high expectations for all students, promote the conviction in students that they are prepared to succeed in college, and support all students to graduate with the knowledge, skills, and behaviors to complete a college course of study without the need for remediation;
4. Implementation of academic improvements and structures designed to improve and increase all students' participation and success in rigorous coursework and
5. Extensive use of data to inform and drive teaching, learning, and assessment within each participating school.

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

**1.0 Services & Deliverables.** The EXCEerator Model for college readiness consists of those programs and services set forth in Schedule A – Oakland EXCEerator programs and services. The College Board shall furnish OUSD's Accelerates schools participating under this Agreement as set forth in Attachment 1 to Schedule B ("Oakland Accelerates Participating Schools") with the following selected services and/or deliverables in accordance with the applicable Schedules attached hereto and incorporated by this reference:

Schedule B      **EXCEerator™ Professional Services & Deliverables**  
Schedule C      **PSAT/NMSQT® Exam**

Schedule D     **The SpringBoard® Program**  
Schedule E     **Budget for 2012-2013**

The parties agree that purchases after the commencement date of this Agreement shall be added by Schedule, signed by both parties, covering such exams, products, and/or services.

## **2.0     Term & Termination.**

**2.1     Term.** This Agreement shall be for a term beginning as of **July 1, 2012** and, unless sooner terminated as provided herein, will expire on **July 31, 2013** ("Initial Term"). The parties acknowledge that the success of the EXCEerator program in the Oakland Accelerates Participating Schools is based on continuous three (3) years of implementation. As such, this Agreement shall automatically renew for two (2) consecutive twelve (12) month periods (each a "Renewal Term") subject to funding availability. Unless otherwise indicated in a particular Program Schedule, during any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term."

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

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

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

**3.0     Fees and Payment.** Client shall pay those fees set forth in the applicable Program Schedule. The total fees for all services and deliverables furnished under this Agreement for the Initial Term are set forth in Schedule H, 2012-2013 Initial Term Budget. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0     Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

## **5.0     Representations and Warranties**

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

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

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

**6.0 Limitation of Liability.** To the extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the College Board and ITS' officers, trustees, partners, employees, agents and the College Board's subcontractors and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this Agreement or the work performed by the College Board pursuant to this Agreement from any cause or causes, included but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the College Board or the College Board's officers, trustees, partners, employees, agents, subcontractors or consultants or any of them, shall not exceed the Actual amount paid to the College Board under this Agreement for the specific deliverable subject to the damages claim.

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

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

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

**9. Client Forms.** As of the execution date of this Agreement, the College Board and Client acknowledge that the College Board has received and completed Client's "Consultant Fingerprint/Criminal Background Check Waiver

Request” form, to the extent applicable, and furnished the Client’s with a completed a certificate of liability insurance. The College Board employees and/or consultants who access Client’s students or staff shall furnish proof of TB clearance and successfully clear a criminal background check prior to the commencement of such services as required by Client.

#### 10.0 Miscellaneous.

**10.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

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

**10.3 Governing Law.** This Agreement is governed by the laws of the State of California. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**10.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the seventh (7th) day following such mailing or by national courier service on the third (3rd) business day following such mailing, or if sent by facsimile on the day faxed, or if not a business day, the next succeeding business day, provided that, the facsimile is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**

Sheri Proctor  
K12 Contracts Management  
The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 373-8752  
Fax: (212) 937-3805

**With a copy to:**

Legal Department  
The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8323  
Fax: (212) 713-8036

**To Client:**

Jacqueline Minor  
General Counsel  
Oakland Unified School District  
1025 Second Avenue, 4<sup>th</sup> Floor  
Oakland, CA 94606  
Tel: (510) 879-8200  
Fax:

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

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

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

**10.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

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

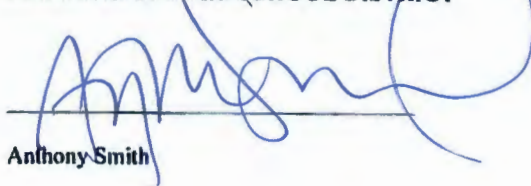
**10.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Agreement,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

**10.12 Entire Agreement.** This Agreement with all attached Schedules (and any attachments to those Schedules) sets forth the entire Agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral or written) between the College Board and Client concerning the subject matter of this Agreement, including without limitation any Client contract and/or Client Purchase Order.

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

**10.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.

**OAKLAND UNIFIED SCHOOL DISTRICT**

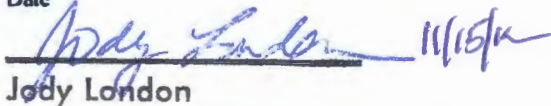


Anthony Smith

Superintendent

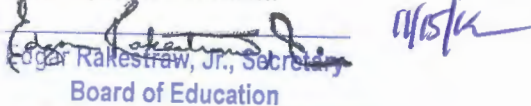
11/2/12

Date

 11/15/12


Jody London

President, Board of Education

 11/15/12

Edgar Rakestraw, Jr., Secretary  
Board of Education

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

By:   
Mari on McWilliams, Attorney at Law  
Assistant General Counsel

**THE COLLEGE BOARD**



Andrea Mainelli

Senior Vice President

Nov. 1, 2012

Date

File ID Number: 12-2912  
Introduction Date: 11-14-12  
Enactment Number: 12-2828  
Enactment Date: 11-14-12  
By: lt



**SCHEDULE A****EXCELERATOR Program Model for Oakland Accelerates**

OUSD shall implement the following College Board Program services and deliverables in all Participating Schools under this Agreement:

1. Advanced Placement Program (AP)—college-level courses in high schools culminating in the AP Exam;
2. EXCEerator - Program Support – Services that provide leadership development, curriculum alignment, guidance support, program flexibility and program oversight;
3. EXCEerator Professional Development - customized training to provide teachers, school administrators and district leaders with high-leverage strategies to improve college readiness for all students;
4. PSAT/NMSQT— exams administered to students in grade 10; and
5. SpringBoard- administered to students in grades 6-11, as designated in each school.

OUSD acknowledges and agrees that in order for the College Board to accomplish the goals set forth in the goals of Oakland Accelerates` and to effectively implement the EXCEerator Model, then OUSD shall also implement the following College Board Program services and deliverables, which are not included as a deliverables procured by OUSD under this Agreement.

1. ReadStep™ – exams administered to students in grade 8 in Participating Schools.
2. SAT® – SAT Reasoning Test™ a standardized test for college admissions for all students in grade 11.

OUSD shall use its best efforts to implement such programs in all Participating Schools directly with the College Board under separate agreement(s) or participate in any California DOE agreement with the College Board that provides such deliverables to the California students attending the Participating Schools.

**SCHEDULE B**  
**EXCELeRator Professional Services & Deliverables for Oakland Accelerates**

**A. The College Board will be responsible for:**

1. **EXCELeRator Project Management.** The College Board shall provide the EXCELeRator Program Management as described below (the “EXCELeRator Project Management”).
  - a. **EXCELeRator Project Management.** EXCELeRator Project Management represents the collaborative effort between the College Board and Oakland Unified School District necessary to manage and monitor the progress of the overall EXCELeRator implementation. Project Management involves the discipline of planning, organizing, securing and managing resources to bring about the successful completion of specific project goals, objectives, and priorities as identified in the EXCELeRator District Diagnostic findings. Through the EXCELeRator Management Structure that includes the Postsecondary Readiness Steering Committee, Project Management Team, Data Team, and Communications Team, the College Board and OUSD will participate in implementation, assessment of progress and the overall decision making process pertaining to program changes and the resolution of issues.
  - b. **EXCELeRator Implementation Services.** The College Board will collaborate with OUSD assigned staff to provide quality assurance through ongoing support and monitoring of EXCELeRator initiatives, programs and services. Key College Board and OUSD staff will conduct on-site, school-level reviews of program implementation and provide consultation and proactive implementation strategies for specific district and school level initiatives and programs such as Advanced Placement, PSAT/NMSQT, Annual Course Advisement and Registration and Academic Support initiatives. OUSD staff will lead communication efforts for expectations and availability of school sites and staff.
  - c. **EXCELeRator Guidance Consultative Services.** Guidance Support represents consultation of the guidance function by College Board staff with a special emphasis on creating a college going culture and college planning and completion. OUSD staff conducts on-site school level review of program implementation and makes the schools and their staff available. OUSD communicates expectations and supports implementation with College Readiness Coaches and other OUSD staff. Among the primary responsibility, College Board to collaborate with OUSD assigned staff to provide professional development training to support development of college and career plans for all 9th grade students including district wide protocols, processes and tools that support academic advisement, course articulation, career development and postsecondary planning.
2. **College Board Implementation Manager.** The College Board shall collaborate with OUSD staff to provide on-site leadership of EXCELeRator, including planning, organizing, securing and managing resources to bring about the successful completion of specific EXCELeRator goals, objectives, and priorities identified through the EXCELeRator District Diagnostic findings. The College Board will invoice the district an amount not to exceed **\$76,171.86** to pay for an Implementation Manager to deliver services from **October, 1 2012** to **June 30, 2013**. The College Board will contribute **\$14,278.14** to pay for this Implementation Manager to deliver such services.

3. **College Readiness Coaching.** College readiness coaching will be provided by six OUSD College Readiness Specialists who will support teachers, counselors, and school and district leaders to apply college readiness skills and knowledge. College Readiness Specialists will be trained intensively in the EXCEerator framework by College Board to increase educators' knowledge and practice of college readiness skills in middle and high schools throughout OUSD. Additionally, College Readiness Specialist will support the school and district leaders as they implement and monitor the instructional and student support initiatives designed to remedy gaps identified by the EXCEerator District Diagnostic that was performed by the College Board in November 2011. College readiness coaching will include, but is not limited to, facilitating professional development, supporting and monitoring guidance initiatives, participating in collaborative planning time with teachers, observing and modeling rigorous instruction, working with administrators to improve monitoring practices and identify needed student supports, and collecting and analyzing data about the implementation of the EXCEerator college readiness initiatives in the district.
4. **EXCEerator Professional Development:** The College Board shall furnish the below listed EXCEerator professional development workshops in **June 2013**. The College Board's obligation to furnish these professional services is contingent beginning the Client complying with the obligations set forth in Attachment 2, EXCEerator Professional Services Checklist, incorporated by reference herein.
  1. Institute for Coherent Curriculum Planning: Essential Experiences for College Readiness; and
  2. Institute for Coherent Curriculum Planning: Analysis of Student Work.

**B. OUSD will be responsible for:**

1. **EXCEerator Project Management.** EXCEerator Project Management represents the collaborative effort between the College Board and OUSD necessary to manage and monitor the progress of the overall EXCEerator implementation. Project Management involves the discipline of planning, organizing, securing and managing resources to bring about the successful completion of specific project goals, objectives, and priorities as identified in the EXCEerator District Diagnostic findings. Through the EXCEerator Management Structure that includes Postsecondary Readiness Steering Committee, Project Management Team, Data Team, and Communications Teams, the College Board and OUSD will participate in implementation, assessment of progress and the overall decision making process pertaining to program changes and the resolution of issues.
2. **Integration.** Implementing the collaboration between the College Board and Oakland Unified School District through EXCEerator, OUSD will integrate College Board Programs and Services with existing OUSD programs and initiatives to expand opportunities for student success. Through this collaboration, OUSD will create a college readiness culture that centers on providing rigorous learning experiences for all students that focuses on increasing performance and participation in Advanced Placement and SAT, increasing graduation rates and fulfillment of California's "A-G" requirements, and decreasing drop-out rates.
3. **Establishing Expectations.** OUSD will establish clear focus and expectations through an internal school culture focused on high expectations for students and teachers, a shared vision of teaching and learning, and the other common values and commitments of the entire school community.

4. **Instructional Leadership.** Establishing instructional leadership characterized by a focus on student achievement and post-secondary readiness and support for the improvement and enhancement of the school culture and teaching and learning by effective collaboration among district leaders, school principals, teachers, parents and students.
5. **Implementation of College Board Programs and Services.** Implementing with fidelity the College Board Programs and Services and EXCEerator Services that enable students to master challenging content and skills and meet state standards through in-depth courses of study, emphasizing what research has determined to be the best practices in teaching and learning.
6. **College Board Requirements.** OUSD agrees to use the data furnished by the College Board under this Agreement from College Board Programs and Services (“College Board Data”) in each participating EXCEerator School in accordance with the directives of the College Board as set forth in any standard documentation relating to College Board Data. OUSD agrees to use the College Board Programs and Services as set forth in any standard documentation relating to such College Board Programs and Services. OUSD will execute (or cause to be executed by each EXCEerator School) any standard agreements or other documentation required to be executed in the normal course of business by other schools using College Board Data and College Board Programs and Services to be provided hereunder.
7. **OUSD Rules.** OUSD shall be responsible for confirming that the implementation of College Board Programs and Services are in compliance with applicable local, state and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.
8. **Oakland Accelerates Project Manager and College Readiness Specialist.** During the term hereof, OUSD shall employ one (1) full time Oakland Accelerates Project Manager and six (6) College Readiness Specialists to provide on-site leadership and support, respectively, especially among School leadership and school faculty, to support the broad implementation of the EXCEerator program subject to the terms and conditions set forth in Section C of this Schedule.

Among the duties of the Oakland Accelerates Project Manager are the following:

- a. Provide overall district and site-based leadership in close collaboration with College Board staff;
- b. Manage all aspects of College Board Program Management, Professional Development, Instructional and Guidance Support, Implementation of College Board Program and Services, and coaching of OUSD College Readiness Specialists; and
- c. Assist district and school leaders in crafting and disseminating an agreed upon definition of college readiness.

Among the duties of the EXCEerator College Readiness Specialists are the following:

- a. Provide overall site-based leadership, in close collaboration with the principal;
- b. Encourage teacher participation in the professional development offerings;
- c. Lead the ongoing collaboration among teachers to encourage adoption of vertically-aligned instructional strategies; and
- d. Provide guidance and support on new instructional strategies, particularly in the College Board’s SpringBoard and AP programs.

9. **Notifying College Board of Enrollment:** Each October 1<sup>st</sup> during the term of the Agreement, OUSD shall furnish the College Board with updated enrollment figures for the Participating Schools.

**C. EXCEerator Implementation Manager and College Readiness Specialists**

1. **Selection.** OUSD agrees to consult with the College Board in the selection process for the full-time Oakland Accelerates Project Manager and College Readiness Specialists. OUSD agrees that the selection will be a collaborative process with the College Board, but that OUSD will have ultimate responsibility for making the final hiring decision from among a list of mutually approved candidates. Notwithstanding the foregoing, College Board, in conversation with OUSD, shall have the right to request the replacement of an Oakland Accelerates Project Manager or one or more College Readiness Specialists if College Board reasonably believes that any such individual is not (or is no longer) qualified to perform such services or will not (or will no longer) be able to provide such services. The College Board must provide OUSD with an objective basis for removal of an Oakland Accelerates Project Manager or College Readiness Specialists so that OUSD may defend the removal action if challenged by the employee.
  2. **Relationship.** OUSD and College Board understand, acknowledge and agree that nothing in this Agreement is intended to or should be construed to create an employment relationship between an Oakland Accelerates Project Manager or College Readiness Specialists or any OUSD employee and the College Board. OUSD also agrees that OUSD will not knowingly permit their Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee to hold him or herself out as an employee or claim to be an employee of the College Board or any of its affiliates by reason of this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the College Board on behalf of Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee. The Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plans of the College Board. No workers' compensation insurance shall be obtained by the College Board concerning the Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee.
- D. **Fees.** The total fees for EXCEerator Professional Development and Deliverables furnished under this Schedule during the Initial Term shall be **226,171.86**.

**ATTACHMENT 1  
To Schedule B**

**Participating Oakland Accelerates Schools List for the Initial Term**

Participating Oakland Accelerates Schools and applicable enrollment is based on 2011-2012 figures to be updated annually pursuant to Section B-9 of this EXCEerator SCHEDULE C:

**PARTICIPATING 2012-2013 OAKLAND ACCELERATES HIGH SCHOOLS & ENROLLMENT LIST**

School	Enrollment
Castlemont	699
Coliseum College Prep Academy	242
Freemont College Prep Academies	956
Life Academy	267
McClymonds High	247
Oakland High	1730
Oakland Technical	1858
Skyline High	1792

**PARTICIPATING 2012-2013 OAKLAND ACCELERATES MIDDLE SCHOOL AND ENROLLMENT**

Middle School	Enrollment
MADISON MIDDLE SCHOOL	339
Roots INTERNATIONAL ACADEMY	365
Alliance ACADEMY	364
ELMHURST cOMMUNITY pREP sCHOOL	364
UNITED FOR SUCCESS	419
WEST OAKLAND MIDDLE SCHOOL	151
roosevelt MIDDLE SCHOOL	693
FRICK MIDDLE SCHOOL	426

**ATTACHMENT 2 TO  
SCHEDULE B  
EXCEerator PROFESSIONAL SERVICES CHECK LIST**

Client will collect and provide the College Board with the following implementation information (“Implementation Information”) selected below:

- District Information.** District contact information, superintendent or Designee’s contact information, District Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- School Information.** Client shall provide the school contact information, principal contact information, school coordinator, and where applicable information technology contact.
- Site.** Client shall provide College Board with a venue to host the professional development, which includes a meeting room and where applicable audio-visual equipment.
- Participant Information.** Client shall provide the College Board with a list of the number of all participants by subject, including participant names and contact information no later than 14 days before the start of the service. Client agrees that the College Board may rely on such list in determining the number of materials and of consultants provided by the College Board to Client at the professional development.
- Designation of Event Coordinator.** Client shall designate, and shall cause each school to designate, a professional development coordinator. The professional development coordinator shall be Client’s principal contact with the College Board and shall assist in the organization and training.
- Information Technology Contact.** Client shall designate, and shall cause each school to designate an information technology contact. The Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the delivery of the professional services.
- Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the delivery of the professional services and, and will require the Client information technology contact or another appropriate staff person to be available during the delivery to assist in the maintenance of such network access and Internet connectivity.
- Accommodations and Instruments.** Furnish appropriate space and instruments such as overheads, chairs and desks, VCR and monitor, and whiteboards as necessary for the delivery of the professional services. Furthermore, College Board shall not provide food and or refreshments for participants.

## SCHEDULE C

### PSAT/NMSQT Early Participation Program Fixed Fee Schedule

#### I. SCOPE OF WORK

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

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports ("Services and Deliverables") to the schools designated by the Client in the Section III (List of Participating Schools) ("Participating Schools").

#### A. Description of Services and Deliverables.

##### 1. Standard PSAT/NMSQT Program Deliverables:

- 1.1 PSAT/NMSQT test materials (student guides and test booklets);
- 1.2 PSAT/NMSQT Score Report Plus (two copies per student);
- 1.3 2012 Official Educator Guide to the PSAT/NMSQT (one per school);
- 1.4 School-level Summary Reports (one per school);
- 1.5 ScoreWrite: A Guide to Preparing for the SAT Essay (online access);
- 1.6 School-level Summary of Answers and Skills (SOAS) Reports;
- 1.7 School-level AP Potential™ access; and
- 1.8 My College QuickStart™ access, including MyRoad™, for students who take the PSAT/NMSQT.

##### 2. Early Participation Program Deliverables

- 2.1 Unused test fees waived for all Participating Schools;
- 2.2 District-level AP Potential access for multi-high school districts;
- 2.3 District-level Summary of Answers and Skills (SOAS) Report for multi-high school districts;
- 2.4 District-level Student Data Disk <sup>1</sup>; and
- 2.5 District-level System Summary Report.

The Participating Schools represent 9 high schools, with 10<sup>th</sup> grade participating ("Participating Grades") and 2,074 students. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client encouraging the participation of all students within the Client's high schools. To facilitate successful

---

<sup>1</sup>The District has chosen to receive its student data disk in Microsoft Excel-friendly .CSV format. The data will be provided on CD-ROM. It is the responsibility of the District to share this data with Participating Schools.



implementation of the Early Participation Program, the Client will require 100% of their high schools<sup>2</sup> to participate under this Schedule.

3. **Fees.** The Client shall pay the College Board the following fees in accordance with Section IV (Fee Calculation for Services and Deliverables). The Client acknowledges and agrees that Participating Schools are directly responsible for fees for students whose PSAT/NMSQT answer sheets indicate that they are not in a Participating Grade. **The total fee during the Initial Term for this Schedule is \$21,777.00.**

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

## II. PSAT/NMSQT TERMS AND CONDITIONS

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

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

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

D. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section III (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section IV (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section V (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section IV (Fee Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 14, 2012**. Schools without a valid high school code must submit a high school request form by **September 3, 2012**.

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

<sup>3</sup> PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools ("Omitted Schools") or listed without valid high school codes, then such schools shall not be covered under this Schedule and (ii) students in Participating Schools that incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section I (Scope of Work).

### III. 2012-1013 LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Castlemont High School, Oakland	054611
Fremont High School, Oakland	052205
Life Academy High School, Oakland	052212
McClymonds High School, Oakland	052220
Oakland Technical High School, Oakland	052240
Skyline High School, Oakland	052238
Oakland High School, Oakland	052225
Metwest High School, Oakland	053009
Coliseum College Prep Academy, Oakland	054412

### IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades. The total fee will be 75% of the cost of all students enrolled in the Participating Grades. This will be a fixed fee, regardless of how many students actually take the PSAT/NMSQT examination. The enrollment and Total Cost of Schedule are estimates; the Client has an opportunity to adjust and review the enrollment in the fall to determine their final cost.

Participating Grades	Enrollment
8th	
9th	
10th	2,074
11th	
<b>Total Enrollment</b>	<b>2074</b>
<b>Total Cost of Agreement</b>	<b>\$21,777.00</b>

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **November 9, 2012**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$14.00 per student. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

In the event that actual participation falls below the Client's enrollment figures indicated in this Schedule, and the Client's per student cost exceeds \$16.00<sup>4</sup>, the portion of the fixed fee that is greater than the amount derived by multiplying the actual number of test takers by \$16.00 will be applied as a credit to the Client's 2013 Early Participation Program Schedule. However, if the Client has received a credit for at least two preceding years or is eligible to receive a credit that is  $\frac{1}{4}$  or more of the total fees of this Schedule, then the College Board will invoice the Client \$16.00 per tested student in Participating Grades and not issue a credit, and the Client will not be eligible to receive credits in the future. The Client acknowledges and agrees that the College Board is not obligated to apply and the Client is not entitled to receive a credit if the Client does not implement a 2013 Early Participation Program Schedule.

---

<sup>4</sup> \$16.00 equals the test fee plus report and contract management costs.

**SCHEDULE D**  
**SPRINGBOARD SCHEDULE: PROFESSIONAL DEVELOPMENT**

**1. SpringBoard Program Overview.**

The SpringBoard Program, a proprietary program that helps prepare 6<sup>th</sup> through 12<sup>th</sup> grade students to succeed at college-level work, includes student editions, website license and professional development services that integrate rigorous standards, professional development, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**2. Services.** The College Board shall furnish those certain required SpringBoard professional development workshops and institutes ("Required Workshops") and make available additional professional development workshops and training ("Supplemental Workshops") (collectively the "Workshops"), textbook correlation services, data extraction services, and student data upload services, (collectively the "Services") described in the SpringBoard Program Policy located at: <http://www.collegeboard.com/springboard/policy.html> ("SpringBoard Program Policy"), incorporated herein by reference.

**2.1 Regional Workshops.** If Client has a limited number of teachers and/or administrators eligible for delivery of on-site professional development Workshops, then the Client shall attend regional Workshops at scheduled times and locations determined by the College Board.

**3. Products.** During the Term, the College Board shall furnish professional development materials for the Schools, administrators, and teachers as part of the Workshops and make available certain products related to the SpringBoard Program, which include student editions, pursuant to the terms and conditions set forth in SpringBoard Program Policy (collectively, the "Products"), provided that the College Board's furnishing of such Products is conditioned upon Client's fulfillment of its responsibilities as set forth under this Agreement. The Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products. The fees for shipping and handling shall be included in the fees set forth in Section 7.

**4. Client Obligations.**

**4.3** Client shall be responsible for confirming that the duration, scope, and dates of the Workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

**4.4** During the Initial Term and any Renewal Term, Client shall implement the required SpringBoard Program Products, Services and deliverables, which include without limitation, the Required Workshops.

**5. Fees and Payment.**

**6.1. Fees.** The fees for the Required Workshop Services shall be **\$79,400.00** (the "Fee(s)"). The prices for Licenses, Products and Services, including any requested Supplemental Workshops, regional Workshops, Textbook Correlation Services, additional Services, teacher editions and student editions are set forth in the Fee Schedule of the SpringBoard Program Policy.

Fees for any Renewal Term shall be based on the College Board's then-current prices and policies at the time of renewal and shall be due within thirty (30) days after Client's receipt of an invoice.

**6.1.1 Annual Price Updates.** Client acknowledges that the College Board updates the fees for SpringBoard License, Services and Products January 1st each year as reflected in the Fee Schedule of the

SpringBoard Program Policy. As such, Client agrees that any SpringBoard License, Services and/or Product requested by Client via a Client Purchase Order or any other ordering method after January 1, 2013 shall be subject to the then current fees for such License, Services and/or Product. In the event the annual price updates increase the total fees to be paid by Client under this Agreement as set forth under the first paragraph of Section 7.1, then the Client and the College Board will mutually determine appropriate payment arrangements for any increase. The Client acknowledges and agrees that in no way shall the foregoing be construed to waive Client's liability to pay the College Board for all SpringBoard Fees incurred under this Agreement.

**6.1.2 Costs Excluded from Fee.** The Fee does not cover the following costs associated with Workshops: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging. Client shall be responsible for and pay directly the costs not covered by the Fee.

**6.1.3 Rescheduling Costs.** In addition to the Fee, for each Workshop rescheduled less than thirty (30) days prior to the first day of an Workshop, Client shall pay the College Board for its reasonable actual costs incurred to reschedule the Workshop, including consultant fees, materials costs, and other expenses incurred prior to the College Board's receipt of Client's request to reschedule the Workshop.

**6.1.4 Expedited Workshop Planning Fee.** If Client makes changes within thirty (30) days prior to the first day of a scheduled Workshop, Client shall be subject to an expedited planning fee set forth in the Fee Schedule of the SpringBoard Program Policy.

**7. Client Representations and Warranties.** Client represents and warrants to the College Board that:

**7.1** Client has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Client's computer use and other relevant policies.

**7.2** Client has English Language Arts and Math books from the College Board via a College Board SpringBoard Order Form for Materials.

The books ordered thereby shall be subject to the College Board's terms and conditions governing use of and access to SpringBoard Online for teachers and for students located at [www.springboard.collegeboard.com](http://www.springboard.collegeboard.com) ("Site Terms and Conditions"), and to use all content available on SpringBoard Online in print or otherwise provided to Client located at [www.springboard.collegeboard.com](http://www.springboard.collegeboard.com), and the privacy policy for SpringBoard Online located at [www.springboard.collegeboard.com](http://www.springboard.collegeboard.com).

**8. Rights After Termination.** If this Agreement, any Services, License, or Product request hereunder is terminated for any reason, all rights granted to Client hereunder with respect to the Licenses, Services and Products shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use SpringBoard Online. Upon termination of this Agreement, College Board shall terminate Client's access to SpringBoard Online, and any and all other systems to which Client has access under this Agreement.

Upon termination, Client shall promptly pay to the College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished and Licenses granted through the effective date of termination. Such expenses include, but are not limited to, the costs associated with the College Board's initial deployment of resources in preparation for providing the Services under this Agreement. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.

**9. Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"),

and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

**ATTACHMENT 2**  
**To SCHEDULE D**  
**SPRINGBOARD BUDGET**

Professional Development and Coaching Services		Price	Quantity	Total
<b>Teacher Trainings</b>				
Initial Institute <sup>Year 1</sup>	3 days	\$ 6,700	2	\$ 13,300
Advanced Teacher Workshop <sup>Year 2 &amp; 3</sup>	2 days	\$ 3,200	1	\$ 3,200
Quick Start for New Teachers	2 days	\$ 5,200	2	\$ 10,400
Cross Curriculum Strategies	1 day	\$ 3,950	2	\$ 7,900
SB Grade/Subject Level Seminar	1 day	\$ 3,950	4	\$ 15,800
<b>District Coaching Services</b>				
Curriculum Mapping with Instructional Leaders <sup>Year 1</sup>	2 days	\$ 6,200	1	\$ 6,200
Instructional Coaches Training	2 days	\$ 5,200	2	\$ 10,400
Principals' Leadership Academy	2 days	\$ 10,000	1	\$ 10,000
<b>Professional Development Total</b>				<b>\$ 79,400</b>

**SCHEDULE E  
COLLEGE BOARD PROGRAMS AND SERVICES  
FEES AND BUDGET FOR 2012-2013**

	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
<b>EXCEerator Products and Services – Year 1</b>					
Institute for Coherent Curriculum Planning: Essential Experiences for College Readiness			\$60,000.00		\$60,000.00
Institute for Coherent Curriculum Planning: Analysis of Student Work			\$30,000.00		\$30,000.00
EXCEerator Implementation Manager			\$76,172.00		\$76,172.00
College Readiness Coaching			\$60,000.00		\$60,000.00
<b>Sub Total for EXCEerator: 2012-13 Products and Services</b>			<b>\$226, 172.00</b>		<b>\$226, 172.00</b>
<b>PSAT Products and Services – Year 1</b>					
PSAT/NMSQT District Level Student Data File - Excel Ready	1	\$50.00	\$50.00	(\$50.00)	\$0.00
PSAT/NMSQT EPP Fixed-Fee 10th Grade	2074	\$14.00	\$29,036.00	(\$7,259.00)	\$21,777.00
<b>Sub Total for PSAT: 2012-13 Products and Services</b>			<b>\$29,086.00</b>	<b>(\$7,309.00)</b>	<b>\$21,777.00</b>
<b>SpringBoard 2012-13 Products and Services – Year 1</b>					
Professional Development and Coaching			\$79,400.00	(\$0.00)	\$79,400.00
<b>SpringBoard Total</b>			<b>79,400.00</b>	<b>(\$0.00)</b>	<b>79,400.00</b>
<b>Total for All Products and Services – 2012-13 (Year 1)</b>					<b>\$327,349.00</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>ECBM LP</b> 300 Conshohocken State Rd Suite 405 West Conshohocken PA 19428	CONTACT NAME: <b>Vicki Smith</b>
	PHONE (A/C No. Ext): <b>(610) 668-7100</b> FAX (A/C No.): <b>(610) 667-2208</b>
	E-MAIL ADDRESS: <b>vsmith@ecbm.com</b>
	PRODUCER CUSTOMER ID #: <b>00002009</b>
INSURED  <b>College Entrance Examination Board, DBA: The College Board 45 Columbus Avenue New York NY 10023-6992</b>	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Charter Oak Fire Insurance</b> NAIC # <b>25615</b>
	INSURER B: <b>Travelers Indemnity Co. of CT</b> <b>25682</b>
	INSURER C: <b>American Ins. Co.</b> <b>21857</b>
	INSURER D: <b>Ace American Ins. Co.</b> <b>22667</b>
	INSURER E: <b>Federal Insurance Co.</b> <b>20281</b>
	INSURER F:

**COVERAGES**CERTIFICATE NUMBER: **12-13 M ALL**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>	630-1A765942	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-1A783185-12	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$			SUO4894378	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	UB-1A786789 CA Only UB-1A790404 All States	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	D Errors & Omissions			EON G23660738 005	6/1/2012	6/1/2013	Each Wrongful Acc/Agg \$2,000,000
E	Fiduciary			7937-63-81	6/1/2012	6/1/2013	Each Loss/Aggregate \$1,000,000

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

Re: AP Achievement Institute 6/19/12-6/30/13 - Oakland Unified School District is included as additional insured on the General Liability per Endorsement Form #CG D1 44 01/96 & Form #CG F2 04 11/03 (attached) as required by written contract.

**CERTIFICATE HOLDER**

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Joyce Shesky/SMIVIC

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

### View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

### Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

### OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

### EPLS Search Results

## Search Results for Parties Excluded by

**Firm, Entity, or Vessel : College Board**  
**As of 30-Oct-2012 1:25 PM EDT**  
**[Save to MyEPLS](#)**

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

### Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

### Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

### Contact Information

- > [For Help: Federal Service Desk](#)

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Cleo.Protopapas@ousd.k12.ca.us

## Contractor Information

Contractor Name	The College Board	Agency's Contact	Jacque Conner				
OUSD Vendor ID #	V072694	Title	Contract Specialist				
Street Address	PSAT/MNSQT, 45 Columbus Ave.	City	New York	State	NY	Zip	10023
Telephone	(770) 225-4015	Email (required)	jconner@collegeboard.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

Anticipated start date	11/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
5846	i3 Grant	9645846201	5825	\$ 226,172.00
0520	Tier 3 Unrestrict	9091312215	5825	\$ 101,177.00
			5825	\$
<b>Requisition No. (required)</b> R0307218			<b>Total Contract Amount</b>	<b>\$ 327,349.00</b>

## Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Cleo Protopapas	Phone	(510) 273-0436
	Site / Department	High School Network		Fax	(510) 273-0438
	Signature	<i>Cleo Protopapas</i>		Date Approved	10/30/12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>Alison M. ...</i>		Date Approved	10-31-12
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria ...</i>		Date Approved	10-
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	<i>MC</i>		Denied - Reason	
Procurement	Date Received			PO Number	
				Date	10/29/12