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| Board Office Use: Legislative File Info. | |
| File ID Number | 14-0882 |
| Introduction Date | 6/11/14 |
| Enactment Number | 14-0944 |
| Enactment Date | 6-11-14 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education
From Gary Yee, 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) 6-11-14

Subject Professional Services Contract -
 The College Board New York NY (contractor, City State)
 Linked Learning (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to Linked Learning for the period of 10/01/2013 through 06/30/2014.

Background
A one paragraph explanation of why the consultant's services are needed.
 To furnish the PSAT/NMSQT deliverables and reports to the schools designated by Oakland Unified School District in Section III (List of Participating Schools).

Discussion
One paragraph summary of the 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

Recommendation Approval of professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to Linked Learning for the period of 10/01/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) Investing in Innovation Fund (i3)
 not to exceed \$20,840.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and The College Board (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Thousand Eight Hundred Forty and 00/100 Dollars (\$ 20,840.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ N/A.

6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Kyla Johnson
Site /Dept.: Oakland Unified School District
Address: 4551 Steele Street
Oakland, CA 94619
Phone: (510) 336-7591

CONTRACTOR:

Name: Stacy Caldwell
Title: VP, District & State Assessment Programs
Address: 45 Columbus Ave
New York, NY 10023
Phone: (212) 713-8000

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

- 1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: *sc*

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 10/01/2013 Work shall be completed by: 06/30/2014 Total Fee: \$ 20,840

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6-12-14
Date

6-12-14
Date

CONTRACTOR

Stacy Caldwell
Contractor Signature

5.13.14
Date

Stacy Caldwell
Print Name, Title

VP, District & State Assessm.

File ID Number: 14-0882
 Introduction Date: 6-11-14
 Enactment Number: 14-0944
 Enactment Date: 6-11-14
 By: _____

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

To furnish the PSAT/NMSQT deliverables and reports to the schools designated by Oakland Unified School District in Section III (List of Participating Schools).

SCOPE OF WORK

The College Board will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ \$20,840.00. Services are anticipated to begin on 10/01/2013 and end on 06/30/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

See Exhibit A.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

EXHIBIT A, SCOPE OF WORK

COLLEGE READINESS SYSTEM™ PRODUCTS AGREEMENT

COLLEGE BOARD CONTRACT #: 2014S-K12-22568

THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto (the "Agreement"), is made as of this 1st day of October, 2013 ("Effective Date"), by and between Oakland Unified School District ("Client") and the College Board (the "College Board").

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

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

1.0 Services & Deliverables. The College Board shall furnish Client with the following selected services and/or deliverables ("Deliverables") in accordance with the applicable Schedule attached hereto and incorporated herein by this reference:

- PSAT/NMSQT®¹ Exam**
- Budget Schedule**

The parties agree that purchases after the commencement date of this Agreement shall be added by a 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 October 1, 2013 and, unless sooner terminated as provided herein, will expire on June 30, 2014 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term."

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

¹ PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2013-2014 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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

5.0 Representations and Warranties.

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

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

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

THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

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

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

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

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

9.0 Miscellaneous.

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

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism,

government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law. This Agreement is governed by the laws of the State of California, U.S.A. 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.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, 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:

K-12 Contracts Management
The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 373-8796
Fax: (212) 713-8012

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:

Kyla Johnson
Oakland Unified School District
1000 Broadway St., Suite 680
Oakland, CA 94607
Tel: (510) 434-7790
Fax: N/A

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

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board's, 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.

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

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

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

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

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

9.12 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 Purchase Order.

9.13 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.

9.14 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

THE COLLEGE BOARD

Signature

Gary Yee

Name

Acting Superintendent

Title

Date

6-12-14

Signature

Stacy Caldwell

Name

VP, District & State Assessment Programs

Title

Date

8/6/13


David Kakishiba
President, Board of Education

6-12-14

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

BY: 

Attorney at Law

File ID Number: 14-0882

Introduction Date: 6-11-14

Enactment Number: 14-0944

Enactment Date: 6-11-14

By:

**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 ("Participating Grade"). 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 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
- 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 ²
- 2.5 District-level System Summary Report

² The data will be provided on CD-ROM in the file format specified in the College Readiness Budget Schedule. It is the responsibility of the District to share this data with Participating Schools.

The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools³ to participate under this Agreement.

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, trademarks⁴, 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

³ 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.

⁴ 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.

Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 13, 2013**. Schools without a valid high school code must submit a high school request form by **September 2, 2013**.

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. LIST OF PARTICIPATING SCHOOLS

| SCHOOL NAME | HIGH SCHOOL CODE |
|--|------------------|
| John C Fremont High School, Oakland | 052205 |
| Ralph J Bunche High School, Oakland | 052197 |
| Life Academy High School, Oakland | 052212 |
| Dewey High School, Oakland | 052193 |
| McClymonds High School, Oakland | 052220 |
| Oakland Technical High School, Oakland | 052240 |
| Oakland Emiliano Zapata Street Academy, Oakland | 052230 |
| Skyline High School, Oakland | 052238 |
| Oakland High School, Oakland | 052225 |
| Sojourner Truth Academy Independent Study, Oakland | 052224 |
| Metwest High School, Oakland | 053009 |
| Coliseum College Prep Academy, Oakland | 054412 |
| Rudsdale Continuation High School, Oakland | 054488 |
| Castlemont High School, Oakland | 054611 |
| Community Day High School | Pending |

IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ("Budget Schedule"). The 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 indicated in the Budget Schedule are estimates; the Client has an opportunity to adjust and review the enrollment in the fall to determine their final cost.

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 **October 31, 2013**.

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.

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.

V. CLIENT CONTACT INFORMATION

| | Primary ⁵ | Data Recipient ⁶ | Billing ⁷ |
|---------------------|------------------------------|------------------------------|------------------------------|
| Name: | Kyla Johnson | Jean Wing | Kyla Johnson |
| Title: | Assistant Superintendent | Executive Director | Assistant Superintendent |
| Address: | 1000 Broadway St., Suite 680 | 1000 Broadway St., Suite 680 | 1000 Broadway St., Suite 680 |
| City/State/ Zip: | Oakland, CA 94607 | Oakland, CA 94607 | Oakland, CA 94607 |
| Phone: | (510) 434-7790 | (510) 451-4164 Ext. 1119 | (510) 434-7790 |
| Fax: | N/A | (510) 451-1814 | N/A |
| Email: | kyla.johnson@ousd.k12.ca.us | Jean.Wing@ousd.k12.ca.us | kyla.johnson@ousd.k12.ca.us |

⁵ The person to whom the College Board should direct primary communications.

⁶ The person to whom the College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁷ The person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.



Contract # 2014S-K12-22568

BUDGET SCHEDULE

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Cost</u> | <u>Discount</u> | <u>Total Cost</u> |
|--|-----------------|-------------------|--------------------|---------------------|--------------------|
| Initial Year: 2013-14 Products and Services | | | | | |
| PSAT/NMSQT District Level Student Data File - ASCII | 1 | \$50.00 | \$50.00 | (\$50.00) | \$0.00 |
| PSAT/NMSQT District Level Student Data File - Excel Ready | 1 | \$50.00 | \$50.00 | \$0.00 | \$50.00 |
| PSAT/NMSQT EPP Fixed-Fee 10th Grade | 1980 | \$14.00 | \$27,720.00 | (\$6,930.00) | \$20,790.00 |
| Sub Total for Initial Year: 2013-14 Products and Services | | | \$27,820.00 | (\$6,980.00) | \$20,840.00 |
| Total | | | \$27,820.00 | (\$6,980.00) | \$20,840.00 |

EXHIBIT A, SCOPE OF WORK

COLLEGE READINESS SYSTEM™ PRODUCTS AGREEMENT

COLLEGE BOARD CONTRACT #: 2014S-K12-22568

THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto (the "Agreement"), is made as of this 1st day of October, 2013 ("Effective Date"), by and between Oakland Unified School District ("Client") and the College Board (the "College Board").

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

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

1.0 Services & Deliverables. The College Board shall furnish Client with the following selected services and/or deliverables ("Deliverables") in accordance with the applicable Schedule attached hereto and incorporated herein by this reference:

- PSAT/NMSQT^{®1} Exam**
- Budget Schedule**

The parties agree that purchases after the commencement date of this Agreement shall be added by a 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 October 1, 2013 and, unless sooner terminated as provided herein, will expire on June 30, 2014 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term."

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

¹ PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2013-2014 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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

5.0 Representations and Warranties.

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

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

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

THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

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

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

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

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

9.0 Miscellaneous.

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

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism,

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

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

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

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

9.12 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 Purchase Order.

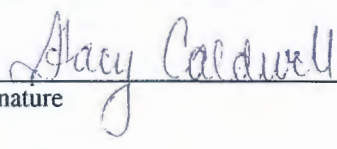
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9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding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

OAKLAND UNIFIED SCHOOL DISTRICT

THE COLLEGE BOARD


Signature


Signature

Gary Yee
Name

Stacy Caldwell
Name

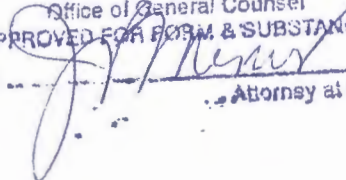
Acting Superintendent
Title

VP, District & State Assessment Programs
Title

6-12-14
Date

6/6/13
Date


6-12-14
David Kakishiba
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

File ID Number: 14-0882
Introduction Date: 6-11-14
Enactment Number: 14-0944
Enactment Date: 6-11-14
By:

**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 ("Participating Grade"). 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 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
- 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 ²
- 2.5 District-level System Summary Report

² The data will be provided on CD-ROM in the file format specified in the College Readiness Budget Schedule. It is the responsibility of the District to share this data with Participating Schools.

The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools³ to participate under this Agreement.

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, trademarks⁴, 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

³ 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.

⁴ 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.

Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 13, 2013**. Schools without a valid high school code must submit a high school request form by **September 2, 2013**.

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. LIST OF PARTICIPATING SCHOOLS

| SCHOOL NAME | HIGH SCHOOL CODE |
|--|------------------|
| John C Fremont High School, Oakland | 052205 |
| Ralph J Bunche High School, Oakland | 052197 |
| Life Academy High School, Oakland | 052212 |
| Dewey High School, Oakland | 052193 |
| McClymonds High School, Oakland | 052220 |
| Oakland Technical High School, Oakland | 052240 |
| Oakland Emiliano Zapata Street Academy, Oakland | 052230 |
| Skyline High School, Oakland | 052238 |
| Oakland High School, Oakland | 052225 |
| Sojourner Truth Academy Independent Study, Oakland | 052224 |
| Metwest High School, Oakland | 053009 |
| Coliseum College Prep Academy, Oakland | 054412 |
| Rudsdale Continuation High School, Oakland | 054488 |
| Castlemont High School, Oakland | 054611 |
| Community Day High School | Pending |

IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ("Budget Schedule"). The 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 indicated in the Budget Schedule are estimates; the Client has an opportunity to adjust and review the enrollment in the fall to determine their final cost.

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 **October 31, 2013**.

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.

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.

V. CLIENT CONTACT INFORMATION

| | Primary ⁵ | Data Recipient ⁶ | Billing ⁷ |
|---------------------|------------------------------|------------------------------|------------------------------|
| Name: | Kyla Johnson | Jean Wing | Kyla Johnson |
| Title: | Assistant Superintendent | Executive Director | Assistant Superintendent |
| Address: | 1000 Broadway St., Suite 680 | 1000 Broadway St., Suite 680 | 1000 Broadway St., Suite 680 |
| City/State/ Zip: | Oakland, CA 94607 | Oakland, CA 94607 | Oakland, CA 94607 |
| Phone: | (510) 434-7790 | (510) 451-4164 Ext. 1119 | (510) 434-7790 |
| Fax: | N/A | (510) 451-1814 | N/A |
| Email: | kyla.johnson@ousd.k12.ca.us | Jean.Wing@ousd.k12.ca.us | kyla.johnson@ousd.k12.ca.us |

⁵ The person to whom the College Board should direct primary communications.

⁶ The person to whom the College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁷ The person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

BUDGET SCHEDULE

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Cost</u> | <u>Discount</u> | <u>Total Cost</u> |
|--|-----------------|-------------------|--------------------|---------------------|--------------------|
| Initial Year: 2013-14 Products and Services | | | | | |
| PSAT/NMSQT District Level Student Data File - ASCII | 1 | \$50.00 | \$50.00 | (\$50.00) | \$0.00 |
| PSAT/NMSQT District Level Student Data File - Excel Ready | 1 | \$50.00 | \$50.00 | \$0.00 | \$50.00 |
| PSAT/NMSQT EPP Fixed-Fee 10th Grade | 1980 | \$14.00 | \$27,720.00 | (\$6,930.00) | \$20,790.00 |
| Sub Total for Initial Year: 2013-14 Products and Services | | | \$27,820.00 | (\$6,980.00) | \$20,840.00 |
| Total | | | \$27,820.00 | (\$6,980.00) | \$20,840.00 |

Search Results

Current Search Terms: The* college* Board*

Your search for "The* College* Board*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|------------------------------------|---|------------------------------|
| Entity | BOARD OF TRUSTEES OF RICHMOND COMMUNITY COLLEGE, THE | Status: Active (+) |
| DUNS: 078355803 | CAGE Code: 6PFC4 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 04/16/2015 | Delinquent Federal Debt? No | |

| | | |
|------------------------------------|---|------------------------------|
| Entity | COLLEGE ENTRANCE EXAMINATION BOARD | Status: Active (+) |
| DUNS: 968746347 | CAGE Code: 3D2F2 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 02/24/2015 | Delinquent Federal Debt? No | |

| | | |
|------------------------------------|---|------------------------------|
| Entity | GEORGIA COLLEGE & STATE UNIVERSITY | Status: Active (+) |
| DUNS: 010101020 | CAGE Code: 0MJS3 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 11/18/2014 | Delinquent Federal Debt? No | |

| | | |
|------------------------------------|---|------------------------------|
| Entity | COLLEGE ENTRANCE EXAMINATION BOARD | Status: Active (+) |
| DUNS: 072805831 | CAGE Code: 2G889 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 10/10/2014 | Delinquent Federal Debt? No | |

| | | |
|------------------------------------|--|------------------------------|
| Entity | BOARD OF DIRECTORS OF WITTENBERG COLLEGE, THE | Status: Active (+) |
| DUNS: 075002691 | CAGE Code: 43XA8 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 07/22/2014 | Delinquent Federal Debt? No | |

| | | |
|----------------------------------|---|------------------------------|
| Entity | BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA | Status: Active (+) |
| DUNS: 781970942 | CAGE Code: 4KFA5 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |

Glossary

Search Results

- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

Expiration Date: 07/10/2014

Delinquent Federal Debt? No

Entity

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

Status: **Active** 

DUNS: 614108793

CAGE Code: 8A1E1

[View Details](#)

Has Active Exclusion?: No

DoDAAC:

Expiration Date: 04/23/2014

Delinquent Federal Debt? No

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2013

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 ECBM LP 300 Conshohocken State Rd Suite 405 West Conshohocken PA 19428 | CONTACT NAME: Vicki Smith | |
| | PHONE (A/C, No, Ext): (610) 668-7100 FAX (A/C, No): (610) 667-2208 E-MAIL ADDRESS: vsmith@ecbm.com | |
| INSURED College Entrance Examination Board, DBA: The College Board 45 Columbus Avenue New York NY 10023-6992 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Great Northern Ins. Co. | 20303 |
| | INSURER B: Federal Ins. Co. | 20281 |
| | INSURER C: American Ins. Co. | 21857 |
| | INSURER D: Chubb Indemnity Ins. Co. | 12777 |
| | INSURER E: Ace American Ins. Co. | 22667 |
| INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 13-14 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 | | | 3598-32-87 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMPOP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | 9948-27-04 | 6/1/2013 | 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input type="checkbox"/> | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | SUO 00024341746 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 25,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 7174-68-96 | 6/1/2013 | 6/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Errors & Omissions | | | EON G23660738 006 | 6/1/2013 | 6/1/2014 | Each Wrongful Acc/Agg \$2,000,000 |
| B | Fiduciary | | | 7937-63-81 | 6/1/2013 | 6/1/2014 | Each Loss/Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Professional Services 8/1/13 - 6/30/14.
Oakland Unified School District is included as an additional insured on the General Liability per Form 80-02-2367 5/07 (Attached) "as required by written contract".

| | |
|--|---|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Kyla Johnson 1025 2nd Avenue Rm 213 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 J Shefsky, CPCU, ARM/ |



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DATE (MM/DD/YYYY)
8/7/2013

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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 ECBM LP 300 Conshohocken State Rd Suite 405 West Conshohocken PA 19428 | CONTACT NAME: Vicki Smith | |
| | PHONE (A/C No. Ext): (610) 668-7100 FAX (A/C No.): (610) 667-2208 E-MAIL ADDRESS: vsmith@ecbm.com | |
| INSURED College Entrance Examination Board, DBA: The College Board 45 Columbus Avenue New York NY 10023-6992 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Great Northern Ins. Co. | 20303 |
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| | INSURER C: American Ins. Co. | 21857 |
| | INSURER D: Chubb Indemnity Ins. Co. | 12777 |
| | INSURER E: Ace American Ins. Co. | 22667 |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 13-14 M ALL REVISION NUMBER:

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| 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 | | | 3598-32-87 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | 9948-27-04 | 6/1/2013 | 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> | | SUO 00024341746 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> | | | | | AGGREGATE \$ 25,000,000 |
| | <input type="checkbox"/> DED | <input type="checkbox"/> | RETENTION \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 7174-68-96 | 6/1/2013 | 6/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Errors & Omissions | | | EON G23660738 006 | 6/1/2013 | 6/1/2014 | Each Wrongful Acc/Agg \$2,000,000 |
| B | Fiduciary | | | 7937-63-81 | 6/1/2013 | 6/1/2014 | Each Loss/Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Professional Services 8/1/13 - 6/30/14.

Oakland Unified School District is included as an additional insured on the General Liability per Form 80-02-2367 5/07 (Attached) "as required by written contract".

| | |
|--|---|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Kyla Johnson 1025 2nd Avenue Rm 213 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 J Shefsky, CPCU, ARM/ |

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

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 (https://www.sam.gov/portal/public/SAM/) <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)

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | The College Board | Agency's Contact | Lynn Dodd | | | | |
| OUSD Vendor ID # | I018593 | Title | Senior Education Manager | | | | |
| Street Address | 45 Columbus Ave | City | New York | State | NY | Zip | 10023 |
| Telephone | (212) 713-8000 | Email (required) | ldodd@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 | 10/01/2013 | Date work will end | 06/30/2014 | 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 | 9091414204 | 5825 | \$ 20,840.00 |
| | | | 5825 | \$ 0 |
| | | | 5825 | \$ 0 |
| Requisition No. (required) | R0406887 | | Total Contract Amount | \$20,840.00 |

Approval and Routing (in order of approval steps)

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

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

| | | | | | | |
|-------------|---|---|--------------------|-----------------|----------------|-----------|
| 1. | Administrator / Manager (Originator) | Name | Kyla Johnson | Phone | (510) 336-7591 | |
| | Site / Department | Oakland Unified School District - Linked Learning | | | Fax | |
| | Signature | | | | Date Approved | |
| 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 type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | | |
| | Signature | <i>Kyla Johnson - Trammell/ue</i> | | | Date Approved | 5/16/14 |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | | | |
| | Signature | <i>Maria Vantes</i> | | | Date Approved | 5-19-2014 |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal | Required if not using standard contract | Approved | <i>[Signature]</i> | Denied - Reason | Date | 5/14/14 |
| Procurement | Date Received | | | PO Number | | |