

Board Office Use: Legislative File Info.	
File ID Number	16-1530
Introduction Date	3/22/17
Enactment Number	17-0360
Enactment Date	3/22/17 o/s



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students.

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

3/22/17

Subject Professional Services Contract - The College Board
- Post Secondary Readiness/Counseling (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to Post Secondary Readiness/Counseling for the period of 09/01/2016 through 06/30/2017.

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

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

Discussion
One paragraph summary of the scope of work.

The College Board shall furnish Oakland Unified School District with the exams, products, licenses, services and/or deliverables in accordance with College Board's College Readiness and Success Contract # CB-00017568 - Exhibit "A" Scope of Work.

Recommendation Approval of professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to Post Secondary Readiness/Counseling for the period of 09/01/2016 through 06/30/2017.

Fiscal Impact Funding resource name (please spell out) Post Secondary Readiness/Counseling not to exceed 110,329.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



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

Legislative File ID No. 16-2530

Department: Post Secondary Readiness/Counseling

Vendor Name: The College Board

Contract Term: Start Date: 9/1/2016

End Date: 6/30/2017

Annual Cost: \$ 110,329.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

The College Board shall make available and Oakland Unified School District may order College Board exams, products and services related to the College Board's College Readiness and Success System.

Summarize the services this Vendor will be providing.

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

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The College Board is offering a discount of \$58,097.

2) Please check the competitive bid exception relied upon:

- ☒ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between The College Board (CONTRACTOR) and Oakland Unified School District (OUSD). 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:** 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 9/1/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800, whichever is later. The work shall be completed no later than 06/30/2017.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed ONE HUNDRED TEN THOUSAND THREE HUNDRED TWENTY NINE Dollars (\$110,329) [per fiscal year], at an hourly billing rate not to exceed n/a per hour. 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: OUSD's staff shall administer the assessment in school and return the assessment for scoring in accordance with Exhibit A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: OUSD's staff shall administer the assessment in school and return the assessment for scoring in accordance with Exhibit A. _____, which shall not exceed a total cost of \$0.

5. 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.

- 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

OUSD Representative:

Name: Susana Ramirez
Site /Dept.: Post Secondary Readiness
Address: 1000 Broadway, Suite 600
Oakland, California 94607
Phone: (510) 879-4118
Email: susana.ramirez@ousd.org

CONTRACTOR:

Name: K-12 Contracts Management
The College Board
Address: 250 Vesey Street
New York, NY 10281
Phone: (212) 713-8000
Email: contractsmanagement@collegeboard.org

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

- a. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD. Nothing herein shall prohibit CONTRACTOR from subcontracting a portion of its services to the

following companies: Educational Testing Service (ETS), Alorica, Inc. and NCS Pearson Inc. CONTRACTOR has a fully executed agreement with each Subcontractor and its use of such Subcontractors shall not relieve CONTRACTOR from any of its obligations or liabilities under this Agreement. OUSD consents to CONTRACTOR's engagement of these Subcontractors, and agrees and understands that subcontracting to such Subcontractors does not violate or otherwise constitute a breach of this Agreement.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, 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.
13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement, except to the extent such claim or loss is caused directly by the sole negligence or sole willful misconduct of OUSD. 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, except to the extent such claim or loss is caused directly by the sole negligence or sole willful misconduct of OUSD. This provision survives termination of this Agreement.
 - a. **Limitation of Liability.** To the extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the College Board and its officers, trustees, partners, employees, agents and the College Board's subcontractors and consultants, and any of them, to OUSD and anyone claiming by, through or under OUSD, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement or the work performed by the College Board pursuant to this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the College Board or the College Board's officers, trustees, partners, employees, agents, subcontractors or consultants or any of them, shall not exceed the Actual amount paid to the College Board under this Agreement for the specific deliverable subject to the damages claim.
 - b. IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **Copyright/Trademark/Patent/Ownership:** All finished or unfinished documents, computer software, data studies, and reports prepared or generated by CONTRACTOR are not reimbursed under this Agreement and are exclusively owned by CONTRACTOR. OUSD agrees and acknowledges that the PSAT/NMSQ, SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to, student scores derived from the exam, and collected under this Agreement are at all times exclusively owned by CONTRACTOR, who is the exclusive owner of all rights therein, in and to the PSAT/NMSQT and SAT examinations including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. The College Board hereby grants the OUSD a limited, nonexclusive, nontransferable, non-assignable right to use the data it receives from the College Board as set forth in Attachment A, Scope of Work, for each assessment. Nothing in this Agreement should be interpreted to indicate that CONTRACTOR is passing its proprietary rights in and to the PSAT/NMSAQT exam, SAT exam, and/or SAT with Essay exam, to OUSD or that its normal security procedures will be altered in any way. PSAT/NMSQT is a registered trademark jointly owned by CONTRACTOR and the National Merit Scholarship Corporation. SAT is a registered trademark of the CONTRACTOR.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - a. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - b. **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.

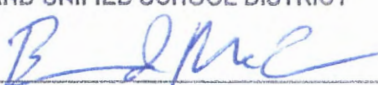
In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire,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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received from OUSD in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

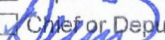

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement,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

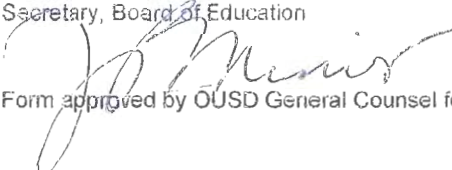
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent 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.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT


☐ President, Board of Education

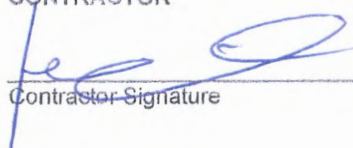
☐ Superintendent

☒ Chief or Deputy Chief
 


Secretary, Board of Education

Form approved by OUSD General Counsel for 2016-17 FY

CONTRACTOR


Contractor Signature

11/7/2017
Jeremy Singer, Chief Operating Officer

EXHIBIT "A" SCOPE OF WORK

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

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

See Attached Exhibit A

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

PSAT/NMSQT

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

SAT School Day

By offering the SAT to students in their home school during the school day, this helps encourage all students to pursue a college education. SAT School Day also means that more students can participate in College Board programs that support college access, including college application fee waivers and other related benefits noted in Schedule 1. Weekday testing does not interfere with weekend work or family obligations. Test-day stress is lower, because students are in a familiar location with familiar staff. Students do not have to worry about transportation or trying to locate the testing site because they test in their own schools.

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the CSSSP modification was approved.
 - Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the CSSSP modification was approved.

EXHIBIT A: PSAT/NMSQT: Fall 2016, SAT

PSAT/NMSQT
EARLY PARTICIPATION PROGRAM

FIXED FEE SCHEDULE

I. BACKGROUND

CONTRACTOR's ("The College Board's") Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT¹ assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing OUSDs with access to additional savings when OUSDs pay to engage at least one entire grade of students in taking the PSAT/NMSQT ('Participating Grade'). Shifting this financial obligation from the student to the OUSD provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

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

A. Description of Services and Deliverables.

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. The Official Educator Guide

2. OUSD Deliverables:

- a. OUSD online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. OUSD online access to AP Potential

The test shall be administered on October 19, 2016. The alternate test administration is on November 2, 2016.

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). OUSD and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. The OUSD shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the OUSD's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The OUSD will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 16, 2016**. Schools without a valid high school code must submit a high school request form by **August 26, 2016**.

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

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

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

III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, and the publications and reports described in Section I (Background), including all copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The OUSD 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 OUSD.

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

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

IV. LIST OF PARTICIPATING SCHOOLS

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

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the OUSD, and the assessment(s) purchased by the OUSD. The OUSD acknowledges that successful implementation of the Early Participation Program is contingent on the OUSD requiring 100% of their high schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to OUSD in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

² 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.

Free and Reduced Price Lunch Percentage	Suite Pricing (All Three Assessments)	Two Assessments and/or Grades	Single Assessment and/or Grade
< 25%	\$11.00	\$12.00	\$14.00
≥ 25% and < 50%	\$10.50	\$11.50	\$13.00
≥ 50% and < 75%	\$9.50	\$11.25	\$12.75
≥ 75%	\$9.00	\$11.00	\$12.50

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

2. Changes to Enrollment. If the OUSD determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the OUSD must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The OUSD shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2016**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the OUSD. If enrollment figures provided by the OUSD 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 OUSD's enrollment figures indicated herein, the OUSD shall remit payment to the College Board for any additional students at the full test fee of \$15.00 per student.

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

4. Unused Tests. An unused test fee of \$4 per booklet will be charged if unused by a school is calculated to be greater than 20% of their total test books ordered. However schools that use at least 80% of the tests ordered will not incur an unused test fee. Additionally Participating Schools will not incur unused test fees for contracted grade(s); however, unused test fees will apply for all other grades.

VI. OUSD CONTACT INFORMATION

	Primary ³	Data Recipient ⁴	Billing ⁵	Bulk Registration (optional) ⁶
Name:	Susana Ramirez	Jean Wing	Bernard McCune	Abigail Adams
Title:	Director of Counseling	Executive Director	Deputy Chief Post-Secondary Readiness	College Coordinator, College and Career Readiness
Address:	1000 Broadway Suite 600	1000 Broadway Suite 295	1000 Broadway Suite 295	1000 Broadway Street, Suite 680
City/State/Zip:	Oakland, California 94607-4071	Oakland, California 94607	Oakland, California 94607	Oakland, California 94607
Phone:	(510) 336-7535	5104514164	(510) 879-8200	(510) 879-4279
Email:	susana.ramirez@ousd.k12.ca.us	jean.wing@ousd.k12.ca.us	bernard.mccune@ousd.k12.ca.us	abigail.adams@ousd.k12.ca.us

³ This is the person to whom the College Board should direct primary communications.

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

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

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

Schedule 1 to Agreement SAT School Day Program

1. Services Overview

The College Board will support the OUSD in administering the SAT exam during a school day. Under this Agreement, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a OUSD-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board will deliver the Program as outlined in this Schedule and Attachments.

1.1. Enrollment and Program Participation

The OUSD will provide to the College Board, in accordance with the timeframes defined in Attachment A to Schedule 1, information concerning the numbers of cohort students ('Participating Cohort') enrolled in the schools which are participating in the Program ('Enrollment' or 'Student(s)'). Students who register for the SAT exam in accordance with the provisions of this Schedule and Attachments are herein referred to as 'Participants'.

1.2. Related Implementation Services

1.2.1. Setting up SAT Test Centers

OUSD will accurately complete a Test Center Intake Form, provided by the College Board, by the deadline indicated in Section 3 of Attachment (OUSD Obligations) to designate those locations participating in the Program. All locations designated by the OUSD and that meet all College Board requirements will be established as SAT Test Centers ('Test Centers') for the Program. OUSD will designate a Test Center Supervisor at each participating location who must complete a two-page Test Center Master Form ('CMF') in order to establish the location as a Test Center. OUSD is responsible for ensuring compliance with CMF completion. College Board reserves the right to cancel the administration of the Program at any Test Center if a completed CMF is not returned with complete and accurate information by the deadlines established in Attachment A.

1.2.2. Delivering SAT Practice Tools and Support

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). OUSD and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The OUSD may purchase these products and services separately.

1.2.3. Providing Accommodations to Participants with Disabilities

Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <http://www.collegeboard.com/ssd/student> and <http://professionals.collegeboard.com/testing/ssd>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. OUSD will be responsible for designating an appropriate accommodations coordinator ('SSD Coordinator') to facilitate the application for and administration of approved accommodations. The 'Form to Establish an SSD Coordinator' is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

1.2.4. Registering Students for the Program

To participate in the Program, OUSD must ensure that students register by the deadlines designated, and using the methods described, in Attachment A. The Test Center Supervisor at each site is responsible for overseeing Program registration. The College Board will provide registration materials and instructions to the Test Center Supervisor. OUSD shall ensure that copies of the SAT Registration Guide are distributed to all Participants at least four weeks in advance of the administration as outlined in Attachment A. Participants who are absent from the designated test

administration date are eligible for one makeup test as outlined in Attachment A. The Participant is responsible for calling College Board customer service to transfer their registration to the designated makeup test date by the published registration deadline associated with such designated makeup test date. SAT Subject Tests are not offered under this Agreement. SAT fee waivers are not applicable to test fees under this Agreement, however normally fee waiver eligible students may use fee waivers for other services normally available to fee waiver recipients. For OUSDs utilizing the in-school make-up date, Test Center Supervisors must respond to the College Board's email to request make-up materials.

OUSD may choose to register students to take the SAT with Essay (where OUSD pays for the multiple choice test and essay), SAT with Essay (where OUSD pays for the multiple choice test, and Participants who want to add on the essay, pay for it themselves), or SAT (without essay). The Budget Schedule reflects the option the OUSD chose. The OUSD choice is effective for all Schools and Participants under this contract and individual School and Participant changes are not allowed.

1.2.5. Training of Designated Personnel at the Participating Schools

The College Board will provide all necessary training and/or instructional materials to designated OUSD personnel who will act as Test Center Supervisors, Registration Coordinators, SSD Coordinators, Online Course Coordinators, Associate Test Center Supervisors, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the OUSD and must be completed in accordance with the timeframes set forth in Attachment A. Designated Test Center Supervisors are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the Test Center Supervisor training and instructional materials, and may be required to complete Test Center staff agreements. OUSD is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Test Center where any Designated Personnel fail to complete such training prior to the scheduled test administration.

1.2.6. Administering the SAT

The SAT will be administered under standard College Board test administration and security protocols as specified in the CMF and Test Center Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The OUSD is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the Test Center Supervisor training and instructional materials. The test will be administered by OUSD-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or designated makeup test day. This Agreement does not guarantee that all Students targeted by OUSD for the Program will actually test. It is the responsibility of the OUSD to encourage Participants to complete the Program. Students testing under this agreement will follow the guidelines in the SAT Student Guide.

1.2.7. Delivering SAT Data and Reports

The College Board will furnish certain data and reports ('College Board Data') to OUSD through the data portal as part of the Program. Attachment B to Schedule 1, Data Licensing Agreement, defines, and governs the use of, such data.

1.2.8. Communications

The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.

2. Fees and Payment

The OUSD assumes the responsibility for payment of all associated fees in accordance with the terms specified in Attachment A.

3. SAT School Day Program Terms and Conditions

3.1. SAT Program

- 3.1.1. SAT Ownership:** The OUSD agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the OUSD or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

3.2. SAT Data and Reporting

- 3.2.1.** Terms and conditions for SAT data and reporting are contained in Attachment B.

**Attachment A to Schedule 1
Work Plan**

1. Program Test Dates and Participating Cohort

Participating Cohort, Primary and Makeup Test Dates are as noted below.

Participating Cohort:	Juniors
Primary Test Date:	March 1, 2017
Make Up Test Date:	May 6, 2017

2. Registration

Program registration will be completed online by students using the Student Direct registration method; Students must have an e-mail account to complete registration. All Students must be registered by the Registration End Date defined elsewhere in this Attachment. The College Board will provide registration materials for Student Direct registration as outlined in Schedule 1. These materials will include online vouchers for Students and instructions for both the Students and the Test Center Supervisor. Each voucher contains an online registration code that Students must use to register for the Program. If the OUSD requires that Students provide a unique identifying number at the time of registration (for example, a state-issued student ID number), such requirement must be conveyed to the College Board at least 120 days in advance of the Registration Start Date defined elsewhere in this Attachment. It is the responsibility of the OUSD to ensure that all Students know their unique identifying number and are aware of any requirement that such number must be provided at the time of registration.

3. OUSD Obligations

The following milestones and their associated completion dates ('Deadline') are critical to the success of the Program. The OUSD acknowledges their role in ensuring that the Deadlines are met, and further acknowledges that failure to meet any particular Deadline may result in an incomplete delivery of the Program or suspension or cancellation of the Program. The OUSD and College Board agree and commit to providing clear and complete notice to one another in the event that any particular Deadline is jeopardized during the course of the Program.

March 1, 2017 Administration

Key Milestone	Deadline	OUSD Obligations
Complete Test Center Intake Form	10/7/2016	OUSD is responsible for compiling accurate contact information for all proposed test center locations, including designated Test Center Supervisor, and confirming Enrollment on the Test Center Intake Form provided by the College Board. Test Center Intake Forms must be complete before Test Center Master Forms are distributed to the test center locations.
Establish Test Centers	11/14/2016	The designated Test Center Supervisor at each participating school will complete a Test Center Master Form provided by the College Board and return it in accordance with the instructions on the form. This form is required to recognize the school as a Test Center for the Program and enable shipment of test materials to the Test Center. Compliance is required for all participating schools, even those who are currently registered as test centers for national SAT administrations.
Online Registration Start Date	12/14/2016	OUSD will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Bulk Registration start date	As indicated on bulk registration website	OUSD will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration
Application deadline for Participants seeking to test with accommodations	1/11/2017	OUSD will ensure timely application by all Participants requesting College Board approved accommodations in accordance with the terms outlined in Schedule 1.
SAT Registration Guide distribution to Students	2/1/2017	OUSD shall ensure that copies of the SAT Registration Guide are distributed to all Students no later than this date.
Online Registration end date	2/15/2017	OUSD will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Registration end date	As indicated on bulk registration website	OUSD will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration .
Complete training for all Test Center Staff	2/15/2017	OUSD will ensure compliance with training requirements for all Test Center staff (including Test Center Supervisors, Associate Supervisors, and Proctors in accordance with the terms outlined in Schedule 1.
SAT School Day Test Administration	3/1/2017	OUSD will ensure all personnel facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Schedule 1.

4. SAT School Day Customer Service for Educators

The College Board will provide the OUSD with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (e.g. SAT Online Registration, SSD System, TCS Site, etc.)
- Assistance with completing required forms (e.g. Intake, CMF, AI Request Form, etc)
- Assistance with obtaining additional materials (e.g. Voucher Codes, Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

5. Required Information

The OUSD shall furnish the College Board with: (i) a list of districts and participating high schools with their respective High School Code as prescribed in Section 6, (List of Participating Schools); incorporated by reference herein. Changes to the list of participating high schools cannot be made after the following date:

March 1, 2017 Administration - November 16, 2016

6. List of Participating Schools

Administration

SAT School Day: Spring March 2017 Administration

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

7. Fee Calculation for Service and Deliverables

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Cohort as indicated in section 1 of the College Readiness Agreement Budget Schedule ("Budget Schedule"), and the official Free and Reduced Price Lunch (FRPL) percentage of the OUSD. If, during the term covered by this Schedule, the College Board is furnishing other assessments to OUSD in addition to the SAT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL)	Suite Pricing (All Three Assessments)		Two Assessments and/or Grades		Single Assessment and/or Grade	
	With Essay	Without Essay	With Essay	Without Essay	With Essay	Without Essay
<25%	\$46.00	\$36.00	\$49.00	\$38.50	\$54.00	\$42.50
≥25% and <50%	\$37.00	\$29.00	\$40.00	\$32.00	\$50.00	\$40.50
≥50% and <75%	\$34.00	\$26.00	\$38.00	\$30.50	\$48.50	\$38.50
≥75%	\$30.00	\$23.00	\$36.00	\$28.50	\$46.50	\$36.50

OUSD will be charged a fixed fee based on enrollment, regardless of how many Participants actually test. The enrollment and total cost indicated in the Budget Schedule are estimates; the OUSD will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the OUSD determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the OUSD must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The OUSD shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281 no later than

March 1, 2017 Administration – February 8, 2017

Notwithstanding the foregoing, after the administration of the exam, the College Board may request from OUSD a verification of enrollment by participating grade. If enrollment figures provided by the OUSD differ from those provided herein, the College Board will adjust the fee to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a participating grade exceeds the OUSD's enrollment figures indicated herein, the OUSD shall remit payment to the College Board for any additional Participants at the then-current rate per student as indicated on the College Board's website currently located at <http://professionals.collegeboard.com/testing/sat-reasoning/register/fees>. The College Board will cooperate with the OUSD regarding the time to remit payment for such fees.

No Participant will be assessed an individual fee for testing under this Schedule if the OUSD has chosen SAT with Essay or SAT (without essay). For OUSDs who have chosen SAT with Student Purchased Essay, individual Participants will register and pay for the essay in advance of the registration deadline. Furthermore, there are no fee waivers granted for Participants.

**Attachment B to Schedule 1
Data License Agreement**

1. The College Board Data

- 1.1. The College Board shall provide the following data, listed in 1.1.1-1.1.4 ('College Board Data') and reports to the School Day OUSD
 - 1.1.1. School and Student Deliverables
 - 1.1.1.1. Students Online Score Report
 - 1.1.1.2. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - 1.1.1.3. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.2. District Deliverables
 - 1.1.2.1. District online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.3. State Deliverables
 - 1.1.3.1. State online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.4. For the April 5, 2017 administration, SAT question content and answer explanations will be provided in the online system, for the primary test date only.
 - 1.1.4.1. The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
 - 1.1.4.2. The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
 - 1.2. College Board Data shall be used only for the following purposes
 - 1.2.1. To enable the OUSD to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
- 2. License Grant and terms of use**
- 2.1. The OUSD shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.

- 2.2. The OUSD acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.

3. Ownership of the Data

- 3.1. The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
- 3.2. The OUSD shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.

4. OUSD License Grant and Terms of Use

- 4.1. The College Board shall not use the OUSD Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any OUSD Data or any derivative works containing OUSD Data without prior written consent of the OUSD.
- 4.2. The College Board acknowledges the sensitive and confidential nature of the OUSD Data and it agrees that access to the OUSD Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

BUDGET SCHEDULE

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2016	June 30, 2017	2591	15	\$ 38865.00	\$ 10364.00	\$ 28501.00
SAT SD Fixed-Fee With Essay - 11th Grade	July 1, 2016	June 30, 2017	2273	57	\$ 129561.00	\$ 47733.00	\$ 81828.00

Subtotal: \$168,426.00
Total Discount: \$58,097.00
Total Cost: \$110,329.00

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Current Search Terms: The* college* Board*

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

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Glossary

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Status](#)[By Record
Type](#)

Entity	BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA	Status: Active
DUNS: 781970942	CAGE Code: 4KFA5	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/07/2017	Delinquent Federal Debt? No	
Purpose of Registration: Federal Assistance Awards Only		
Entity	GEORGIA COLLEGE & STATE UNIVERSITY	Status: Active
DUNS: 010101020	CAGE Code: 0MJ53	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/20/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		
Entity	vellore christian medical college foundation, inc., The	Status: Active
DUNS: 091214767	CAGE Code: 61L10	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 10/14/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		
Entity	BOARD OF DIRECTORS OF WITTENBERG COLLEGE, THE	Status: Active
DUNS: 075002691	CAGE Code: 4XA8	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/18/2017	Delinquent Federal Debt? No	
Purpose of Registration: Federal Assistance Awards Only		
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: 03/22/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		
Entity	COLLEGE ENTRANCE EXAMINATION BOARD	Status: Active

DUNS: 072805831**Has Active Exclusion?: No****Expiration Date: 02/04/2017****Purpose of Registration: All Awards****CAGE Code: 2G889****DoDAAC:****Delinquent Federal Debt? No**[View Details](#)

Entity

COLLEGE ENTRANCE EXAMINATION BOARD

Status: **Active** **DUNS: 968746347****Has Active Exclusion?: No****Expiration Date: 02/02/2017****Purpose of Registration: All Awards****CAGE Code: 3D2F2****DoDAAC:****Delinquent Federal Debt? No**[View Details](#)

SAM | System for Award Management 1.0

IBM v1.P.53.20161012-1315

WWW2

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





PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment
Checklist

- ☒ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- ☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) cynthia.slater@ousd.org

Contractor Information

Contractor Name	The College Board	Agency's Contact	Jeremy Singer		
OUSD Vendor ID #	I018593	Title	Chief Operating Officer		
Street Address	250 Vesey Street	City	New York	State	NY Zip 10281
Telephone	(212) 373-8796	Email (required)	nmcintyre@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	09/01/2016	Date work will end	06/30/2017	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
9333	Measure N	9121414201	5825	\$ 81,828.00
7338	OPSR	9121145311	5825	\$ 28,501.00
			5825	
Requisition No. (required)	R0172021		Total Contract Amount	\$ 110,329.00

Approval and Routing (In order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Susana Ramirez	Phone	(510) 879-4118
	Site/Department (Name & #)	Post Secondary Readiness/Counseling	Fax	(510) 879-4112	
2.	Signature <i>[Signature]</i> Date Approved				
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature _____ Date Approved				
	Signature (if using multiple restricted resources) _____ Date Approved				
3.	Network Superintendent/Deputy Network Superintendent				
	Signature _____ Date Approved				
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____ <input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature <i>[Signature]</i> Date Approved <i>11/28/16</i>				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	<i>[Signature]</i>	Denied - Reason	Date <i>11/21/16</i>
Procurement	Date Received			PO Number	