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Enactment Date	

Board Cover Memorandum

To Board of Education

From Dr. Denise G. Saddler, Interim Superintendent
Jenine Lindsey, General Counsel

Meeting Date August 13, 2025

Subject Order Form/Subscription Agreement – Thomson Reuters

Ask of the Board ☐ Approve Services Agreement
XX Ratify Services Agreement

Services *Vendor will provide a subscription to Westlaw, an on-line Legal research service used by the Legal Department.*

Term Start Date: 07/16/2025 End Date: 07/16/2026

Not-To-Exceed Amount \$11,460

Competitively Bid [Yes/No] **NO**
Order form/subscription agreement under \$96,700

In-Kind Contributions *No In-Kind Contributions*

Funding Source(s) *General Purpose Funds*

Background The Legal Department uses Westlaw as a legal research tool and has done so since 2019.

Attachment(s)

- Order Form/Subscription Agreement


**Thomson
Reuters™**
Order Form
Order ID: Q-09937203

 Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

 Account #: 1000071584
 OAKLAND UNIFIED SCHOOL DISTRICT
 LEGAL DEPT
 1011 UNION ST STE 946
 OAKLAND CA 94607-2236 US

"Customer"

Shipping Address

 Account #: 1000071584
 OAKLAND UNIFIED SCHOOL DISTRICT
 LEGAL DEPT
 1011 UNION ST STE 946
 OAKLAND CA 94607-2236 US

Billing Address

 Account #: 1000071584
 OAKLAND UNIFIED SCHOOL DISTRICT
 LEGAL DEPT
 1011 UNION ST STE 946
 OAKLAND, CA 94607-2236
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

 A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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**ProFlex Products
See Attachment for details**

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$955.00	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order

Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research

Amended Terms and Conditions

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Genine Lindsey
Signature of Authorized Representative for order

Jenine Lindsey

Printed Name _____


General Counsel

Title

July 16, 2025

Date _____

**Authorized West Publishing
Representative**


DocuSigned by:
Signature: 
4986D96E9FD3448...
Printed Name: Charles Mikesell
Title: Senior SCM Consultant
Date: 7/16/2025

Jennifer Brouhard
President, Board of Education

Date _____

Dr. Denise G. Saddler
Interim Superintendent & Secretary,
Board of Education

Date _____



Attachment

Order ID: Q-09937203

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000071584
This order is made pursuant to:

Order Confirmation Contact (#28)
Contact Name: Duckworth, Anjanette
Email: anjanette.duckworth@ousd.org

eBilling Contact
Contact Name Anjanette Duckworth
Email anjanette.duckworth@ousd.org

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000071584	OAKLAND UNIFIED SCHOOL DISTRICT	1011 UNION ST STE 946 OAKLAND CA 94607-2236 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
5	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government
5	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Anjanette	Duckworth	anjanette.duckworth@ousd.org	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government