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File ID Number	25-2378
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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date October 22, 2025

Subject Approval of Resolution No. 2526-0153 Authorizing Use of Graydon Exception to Public Bidding; Approval by the Board of Education of Microsoft Enrollment for Education Solutions Agreement between Oakland Unified School District and Softchoice, Inc.
Contractor: Softchoice, Inc.
Services For: November 1, 2025 - October 31, 2028

Ask of the Board Approval by the Board of Education of Resolution No. 2526-0153 - Authorizing Use Of Graydon Exception To Public Bidding for Contract With Softchoice, Inc. and Approving Microsoft Volume Licensing Program Signature Form – Agreement No. 5523254, Microsoft Volume Licensing Enrollment for Education Solutions Enrollment No. 91813868 (Previously 48378984), via Softchoice, Inc. [Maryland Heights, MO 63146., for the latter to provide District-wide Microsoft licenses, delineated in Quote: Q-2478323, Date: 24 Sep-2025, for the period November 1, 2025 to October 31, 2028, in an amount not to exceed \$190,447.29 annually, for a total three-year cost of \$571,341.87.]

Background

The Technology Services department has previously purchased districtwide Microsoft licensing under California IT in Education (CITE) and Microsoft Strategic Alliance (CAMSA) and are purchasing the same services as previously provided.

CITE seeks to provide California school districts with optimal pricing, and as such partnered to form the CITE and Microsoft Strategic Alliance (CAMSA) supported by Softchoice, Inc. CAMSA is an agreement between CITE, Microsoft and Softchoice to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program. Note that CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules.

Discussion

The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Many of our core technologies, including server and desktop operating systems,

office productivity tools such as Word and Excel, networking tools, database engines, software development environments, etc. are provided by Microsoft. This item renews OUSD districtwide licensing for current Microsoft operating systems and Microsoft Office productivity tools (Word, Excel, PowerPoint, etc.) as well as Enterprise Client Access Licenses (CALs) and System Center Configuration Manager (SCCM), which provides centralized software deployment and management of District PCs, for three years at a cost of \$190,447.29 per year.

Approval of this Agreement will enable OUSD to continue using the aforementioned Microsoft technologies to help ensure continued successful operations through the 2025-26, 2026-27 and 2027-28 school years.

Fiscal Impact

\$190,447.29 from 2025-26 Funding Resource: General Purpose (GP), Data Processing, License Agreements, Districtwide: 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

\$190,447.29 from 2026-27 Funding Resource: General Purpose (GP), Data Processing, License Agreements, Districtwide: 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

\$190,447.29 from 2027-28 Funding Resource: General Purpose (GP), Data Processing, License Agreements, Districtwide: 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

Attachment(s)

- Resolution No. 2526-0153
- Microsoft Enrollment for Education Solutions Agreement
- Microsoft Program Signature Form
- Quote Q-2478323 for Microsoft Renewal Under CAMSA Agreement

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

RESOLUTION NO. 2526-0153

AUTHORIZING USE OF GRAYDON EXCEPTION TO PUBLIC BIDDING FOR CONTRACT WITH SOFTCHOICE, INC. AND APPROVING MICROSOFT VOLUME LICENSING PROGRAM SIGNATURE FORM - AGREEMENT NO. 5523254, MICROSOFT VOLUME LICENSING ENROLLMENT FOR EDUCATION SOLUTIONS ENROLLMENT NO. 91813868 (PREVIOUSLY 48378984), VIA SOFTCHOICE, INC

WHEREAS, the Oakland Unified School District ("District") has a need to contract with a vendor to provide core Microsoft technologies, including server and desktop operating systems, office productivity tools such as Word and Excel, networking tools, device management solutions, database engines, software development environments, and other technologies;

WHEREAS, the contemplated contract is in an amount of \$571,341.87 over three years, consisting of a) \$190,447.29 for 2025-26, b) \$190,447.29 for 2026-27, and c) \$190,447.29 for 2027-28;

WHEREAS, under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding;

WHEREAS, one exception to this competitive bidding requirement is where "the nature of the subject of the contract is such that [bidding] would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible." (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 645.)

WHEREAS, under this exception, a contract need not be bid where bidding would not serve its intended purpose--namely, to protect taxpayers from possible waste and dissipation of public funds--because it would "substantially impair[]" the public entity's ability to operate, and/or would impose unnecessary additional costs (*Ibid.*);

WHEREAS, the District has been successfully utilizing software provided by Microsoft since it began using Windows PC user computers and servers, and relies on the operating systems, productivity tools and enterprise applications to manage devices, host key applications and databases, and support end user productivity throughout the District;

WHEREAS, California IT in Education (CITE) partnered to form the CITE and Microsoft Strategic Alliance (CAMSA) supported by Softchoice, where CAMSA is an agreement between CITE, Microsoft and Softchoice to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Education Solutions (EES) program;

WHEREAS, CAMSA conducted a public bidding process in compliance with public organization competitive bidding rules;

WHEREAS, the pricing offered through CAMSA is therefore considered the most cost-effective option for purchasing the Microsoft technologies needed for OUSD to sustain critical infrastructure and operations;

WHEREAS, an attempt to eliminate the use Microsoft products at OUSD would require a costly multi-year effort to transition all OUSD servers, end user devices, and Microsoft-dependent applications, including Escape, to other providers;

WHEREAS, it would therefore be cost-prohibitive, and could result in time gaps in legally-mandated procedures and reporting, to eliminate the use of Microsoft at OUSD;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board finds and declares that going out to bid for the Microsoft technologies provided by Softchoice through CAMSA would not produce any advantage, would result in wasted taxpayer funds, and would substantially impair the District's ability to operate because it could result in time gaps in legally-mandated operations and reporting
2. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631 and related case law, allowing the District to contract directly with Softchoice, Inc.
3. The Microsoft Enrollment for Education Solutions Agreement with Softchoice, Inc. for the period November 1, 2025 to October 31, 2028 for an amount not to exceed \$571,341.87, consisting of \$190,447.29 for the 2025-26, 2026-27 and 2027-28 fiscal years, is hereby approved.

PASSED AND ADOPTED on October 22, 2025, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSED:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on October 22, 2025.

Legislative File	
File ID Number:	25-2378
Introduction Date:	10/22/25
Enactment Number:	
Enactment Date:	
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education

Denise G. Saddler, EdD
Interim Superintendent and Interim Secretary,
Board of Education



Program Signature Form

MBA/MBSA number

Agreement number

5523254

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Oakland Unified School District
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Approved as to form by:



Roxanne De La Rocha
OUSD Staff Counsel

9/26/2025
Date

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	91813868	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	48378984		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

☐	12 Full Calendar Months	☒	36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. **Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. **Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. **Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) **Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 - 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 - 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 - 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
☐	1,000	A
☐	3,000	B
☒	10,000	C
☐	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
☐	1,000	A
☐	3,000	B
☐	10,000	C
☒	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. *End of Enrollment term and termination.*

- a. General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. If Institution elects not to renew.**
 - (i) Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

☐	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
☒	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
☐	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
☐	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (*e.g.*, a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	☒	3005
2. Students	☒	55000

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Oakland Unified School District

Contact name: First* Susan **Last*** Beltz

Contact email address* itbilling@ousd.org

Street address* 4917 Mountain Blvd

City* OAKLAND

State/Province* CA

Postal code* 94619-3014-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (510) 879-8178

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Dan **Last*** Augustine

Contact email address* dan.augustine@ousd.org

Street address* 4917 Mountain Blvd

City* OAKLAND

State/Province* CA

Postal code* 94619-3014-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 510-879-8288

Language preference. Choose the language for notices. English

☐ This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Colleen **Last*** Calvano

Contact email address* colleen.calvano@ousd.org

Phone (510) 879-2202

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted) * 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name: First* Licensing **Last*** Administrator

Phone 416-588-9002 ext. 2307

Contact email address* msselquestconfirmation@softchoice.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	Orab Amjid
Printed title*	Microsoft Licensing Specialist
Date*	September 26th, 2025

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

- f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Physically Submitted



Softchoice Corporation
1 World Wide Way, Maryland
Heights, MO 63146, United
States

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-2478323
Date	24-Sep-2025

Quote

Ship To :

Oakland Unified School District
1011 UNION ST
STE 986
OAKLAND, CA 94507

Quote Prepared For

Oakland Unified School District

Phone:

Email:

Quote Sent By

Madeline Pokora

madeline.pokora@softchoice.com

Phone: 312-655-9002

Fax:

Anniversary Date

Authorization Number

Agreement End Date

Comments

CAMSA | EES | FAC | 12-Month Renewal/Extension | ENR: TBD

Quoted for November 1st Coverage and Usage Start

COU United States

Faculty Offering

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	3000	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$49.20	\$147,600.00

2000279444	AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	5	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$96.00	\$480.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	10000	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$0.00	\$0.00
GROUP TOTAL									\$148,080.00	

CAMSA | EES | STU | 12-Month Renewal/Extension | ENR: TBD
Quoted for November 1st Coverage and Usage Start
COU United States
Student Offering

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	55000	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$0.00	\$0.00
GROUP TOTAL									\$0.00	

CAMSA | EES | ACP | 12-Month Renewal/Extension | ENR: TBD
Quoted for November 1st Coverage and Usage Start
COU United States
Additional Product Offering

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279133	6QK-00001	Azure prepayment	2	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$1,224.00	\$2,448.00
2000279402	3R3-00001	Entra ID P1 Edu Sub Per User	6000	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$6.03	\$36,180.00
2000390318	1SM-00001	Power Automate Premium Edu Sub Per User	2	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$90.42	\$180.84

2000922009	8F9-00001	POWER AUTOMATE PROCESS EDU SUB PER USER	2	Upfront	01-Nov-2025	31-Oct-2026	United States	Subscription	\$994.65	\$1,989.30
2000279326	MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	5	Upfront	01-Nov-2025	31-Oct-2026	United States	Term License & Maintenance	\$313.83	\$1,569.15
GROUP TOTAL									\$42,367.29	

SUBTOTAL									\$190,447.29	
DELIVERY: Ground - 3 to 5 days									\$0.00	
State Tax									\$0.00	
Local Tax									\$0.00	
All currency in this quote is in (USD).									TOTAL	
									\$190,447.29	

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es :signer1}}

US - California Education - Microsoft ESS (CAMSA) -
Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15
DUNs: 929022028
TIN: 13-3827773