

Board Office Use: Legislative File Info.	
File ID Number:	18-0243
Introduction Date:	03/14/2018
Enactment Number:	18-0476
Enactment Date:	03/14/2018



Memo

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Board Meeting Date: 03/14/2018

Subject: Professional Service Contract

Contractor: East Bay Consortium of Oakland, CA

Services for: 302-FREMONT HIGH

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and East Bay Consortium, Oakland, CA, for the latter to provide: To provide information and college advising services relation to college admission, financial aid and other topics associated with pursuing higher education. for the period of 09/22/2017 through 06/30/2018 in an amount not to exceed \$13,500.00.

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

EBC provides services outside of Fremont's site staff and provides targeted college advise for students.

Discussion:
(QUANTIFY what is being purchased.)

To provide information and college advising services relation to college admission, financial aid and other topics associated with pursuing higher education.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$13,500.00.

\$27,000.00	UNREST SUPPLEMENTAL SUPPORT
\$-13,500.00	UNREST SUPPLEMENTAL SUPPORT

Attachments: Professional Services Contract including Scope of Work



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

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$ _____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

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 _____ (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 _____ 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 2017-2018

This Agreement is entered into between East Bay Consortium (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:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be 09/22/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300.00, whichever is later) to 06/30/2018. The work shall be completed no later than 06/30/2018.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirteen Thousand Five Hundred Dollars and 00/100 Dollars (\$13,500.00), 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: N/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 OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

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.

6. **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.
7. **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: ROSEMARY RIVERA
Site /Dept.: 302-FREMONT HIGH
Address: 4610 Foothill Blvd
Oakland, CA 94601
Phone: 4345257
Email: Rosemary.Rivera1@ousd.org

CONTRACTOR:

Name: Monica Montenegro
Title: Officer (Executive)
Address: 314 E. 10th Street, Ste C223
Oakland, CA 94606
Phone: 510-879-1577
Email: monica@eastbayconsortium.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:**

1. 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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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.

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, sexual orientation, or other legally protected class.

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. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 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:
 1. **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.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact 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:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 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 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

Professional Services Contract

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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any 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. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 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 that formal approval. This Agreement shall be deemed 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.

- 32. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Souha Agil

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Signature]

Secretary, Board of Education

Date

04/04/2018

Date

CONTRACTOR

Monica Montenegro

02/02/2018

Contractor Signature

Date

Monica Montenegro, Officer (Executive)

Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

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 Scope of Work

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.

The specific outcomes are to provide equitable access to higher learner opportunities for all Fremont juniors and seniors and to encourage college attendance and graduation.

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 checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" 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.
1. 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.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



east bay consortium of educational institutions, inc.

A California Student Opportunity and Access Project (Cal-SOAP)



314 E. 10th Street, Oakland, CA 94606 P: 510-879-4654 F: 510-879-1776 www.eastbayconsortium.org

Professional Services Agreement

Between East Bay Consortium and Fremont High School

College and Career Information Center

2017-2018

AGENCY HISTORY

The East Bay Consortium of Educational Institutions, Inc. (EBC) was established in 1978 to improve opportunities for students in the East Bay to finish high school and enroll in a college or university. EBC has been successful in consolidating the efforts and knowledge of its 12 member institutions into a solid campaign to increase higher education accessibility to the students it serves. The Consortium's main focus is to raise the achievement levels and provide advisement to students interested in pursuing an education beyond high school. Services include: academic and college advising, educational workshops, college visits, college fairs, parent programs and a scholarship program.

EBC operates as a collaborative of 12 educational institutions in the Bay Area. Together, EBC works to bring East Bay youth the widest possible range of services. With their help, our efforts are multiplied, and we can positively affect thousands of young women and men each year. Our member institutions are: Oakland Unified School District, CSU East Bay, UC Berkeley, Peralta Colleges, Contra Costa College, West Contra Costa Unified School District, Holy Names University, Mills College, Saint Mary's College of CA, Berkeley High School, EBAYC and St. Elizabeth High School. Each institution is represented on EBC's governing board.

The Consortium operates a broad range of programs: The California Student Opportunity and Access Program one of 15 regional Cal-SOAP projects operated for over 35 years under contract with the California Student Aid Commission helps students improve their academic performance and makes information about postsecondary education and financial aid more widely available. 9,000 students are served each year. Our 6 College and Career Information Centers are dedicated to promoting access to higher education. Over the past 17 years

we have helped over 3200 young people achieve college admissions and prestigious scholarships. For the last 12 years, EBC has served as the Regional Coordinator for the statewide program Cash for College. Over 50 financial aid workshops provide free assistance to over 3,000 students and families completing the Free Application for Federal Student Aid (FAFSA), the Dream Act Application and other forms required for financial aid for college.

EAST BAY CONSORTIUM AND FREMONT HIGH SCHOOL

PROGRAM DESIGN

The College and Career Information Center (CCIC) will enhance access to higher education for all seniors attending Fremont High School. CCIC will serve the entire senior class at Fremont High School.

The mission of the CCIC's is to provide information and counseling services related to college admission, financial aid and other topics associated with pursuing and accessing higher education.

The College and Career Information Center will increase students' confidence about accessing educational opportunities and provide students with the opportunity to connect to young caring adults. The CCIC will address these goals through the implementation of a comprehensive program designed to expose students to post high school options, assess students' academic and personal needs and to guide in the planning, preparation and execution of a post high school plan that allows them to make informed and confident decisions about their futures. In addition, the CCIC is staffed by college students, some of whom are Fremont High alumni, who pride themselves in not only being college advisors but mentors that are open minded, respectful and make themselves available to all students who walk into the CCIC.

College, career and financial aid advising will be open to all students at the schools on a drop-in basis M-Th from 10:00am to 5:00pm. In order to effectively assist in the college-going process as well as in the financial aid process, the entire senior class at all sites will be served intensively through one-on-one advising sessions and classroom presentations. College advising services are listed below by semester.

SCOPE OF WORK

Fall 2017

Senior Transcript Evaluations: September -October

In order to establish graduation and college eligibility, CCIC advisors extensively review all senior transcripts and provide students and administrators with eligibility information and students' academic needs.

Senior One-on-ones: September – November

Advisors will meet with all seniors twice a year, once in the fall and as a follow up in the spring. These intensive sessions will address students' personal and academic needs, and questions and concerns about post secondary options available to them. All one-on-one sessions discuss transcript evaluations, graduation, college admissions, students' interests and possible career paths. These sessions also serve to create a mentoring relationship between the college advisor and the student as well as to develop personalized steps of actions (i.e. register for the SAT, get transcript from previous high school, etc.).

Senior College Knowledge Presentations: September- October

CCIC will coordinate and execute college knowledge presentations in each school's senior class. Presentations will cover A-G requirements, the difference between the four systems of higher education in California, SAT/ACT exams, senior application timeline and words of encouragement. These presentations serve as a motivational tool in getting seniors excited about preparing for their futures and to remind them to access their resources on campus.

Cal Grant GPA District wide Upload: ; September -January

CCIC staff will also provide support to ensure that students match Cal Grant / FAFSA completion.

Cash for College Evening Workshop: October-November

The CICC will hold Cash for College (CFC) Student and Parent Night. The CFC night consists of one-on-one assistance to complete the financial aid applications. A light dinner will be provided at each of the events.

SAT/ACT Exam Online Registration Assistance: September- December

The CCIC will administer fee waivers to all school sites and will provide a central location in which any student can drop in and receive assistance on creating accounts on collegeboard.com and actstudent.org. CCIC will also provide in class SAT/ACT registration workshops upon request.

College Information Day at UC Berkeley: October (Saturday)

The CCIC will coordinate a trip for 9th-12th graders to attend East Bay Consortium's College Information Day at UC Berkeley. Students will attend college-going workshops, participate in a college fair of over fifty colleges and universities and take a tour of the campus.

College Representative Presentations: October- December

CCIC will coordinate college representative presentations for students to develop a more personalized and informed perspective of different higher education institutions. Representatives from institutions such as CSUEB, SFSU, Holy Names University, UC Berkeley, Mills College, Sonoma State University, Sacramento State and Laney College will be invited to visit both Centers.

UC Personal Insight Questions Workshops and One-on-One Assistance: October - December

Workshops will address the purpose of the personal statement, break down the prompts, show students effective approaches to begin their writing and provide them with examples of students' statements. CCIC will provide intensive one-on-one support throughout a student's entire process of completing their personal statements.

CSU/UC Private College Application Workshops: October- January

Eligible seniors will complete their college applications and work on the CSU Educational Opportunity Program (EOP) application. Students who are not eligible to apply will attend a community college informational workshop to learn about the multiple options at community college including transfer basics.

Transfer Making It Happen (TMIH) Workshops: November - May

Monthly workshops for students considering a community college for the following fall. Workshops inform and prepare seniors about the programs, resources, enrollment process at local community colleges with a focus on transferring and certificate programs.

Scholarship One-on-One Assistance: December- June

CCIC will provide seniors with the additional support needed to apply for scholarships such as the essay writing process, letters of recommendation, application assistance, submitting, interview prep and following up with award.

Spring 2018

Spring Senior 1on1 Follow-Ups: February – March

In order to follow up with seniors' academic and college application progress, CCIC advisors meet again with their caseload of students in the spring.

Intensive Financial Aid Application Assistance: October 1st- March 2nd

CCIC will provide intensive FAFSA and Dream Act Application one-one-one support for students. CCIC also facilitates FAFSA and Dream Act App Workshops in schools' computer labs.

Community College Application Workshops: April

The CCIC will conduct Community College Application Workshops and provide students with study guides for assessment exams.

TMIH: Assessment and Orientation Field Trip: May

In order to support students throughout the registration process, TMIH takes all interested students on field trip to take orientation, their assessment (placement exam) and to meet with an academic counselor at the local community college.

Transitions and Senior Panel: May

"Transitions" provides seniors with the perspective from current college students who already dealt with the "transition" from high school to college. CCIC invites Castlemont alumni to share their experiences, triumphs, mistakes and words of advice. CCIC will also host a celebratory senior panel in which current seniors share their personal experiences and words of advice with underclassmen.

Senior Survey: May – June

In collaboration with senior teachers, the CCIC conducts a survey in which seniors self report college applications sent, post secondary plans, types of financial aid received and evaluate CCIC services.

Post Graduation Follow Up: June- July

During the summer, East Bay Consortium staff follows up with seniors' responses on the senior survey and provides students any additional support during the summer after their graduation.

It is important to note that there is a great amount of follow up that occurs between college applications, applying for financial aid and scholarships as well as accepting a college's admissions offer. These additional services include but are not limited to the assistance in the following: creation of multiple accounts on multiple colleges' portals, schools' respective financial aid verification processes, students' appeal to colleges and universities (regarding admissions and financial aid), submitting housing applications, how to register for classes, signing up for CSU and UC placement exams and many more. CCIC services and the amount of assistance provided are tailored to individual students' needs and personal situations.

STAFFING

An East Bay Consortium Program Coordinator will have primary responsibility for managing activities at the College and Career Information Center.

One of the strengths of the East Bay Consortium's programs are the college students hired to provide the direct services to students. Many of the college students hired are on work-study and come from backgrounds similar to that of the students they will be working with. College and career advisors (college student interns) will be hired from local higher education institutions. The Center will operate 4 days per week from 10:00am to 5:00pm and will be staffed by EBC's Program Coordinator (twice a week) and two-three college student interns. College Advisor interns will be selected based on past experience working with youth and their desire to work in the field of education. Interns will commit to work for the Consortium for at least a year ensuring continuity of staff for the entire academic year. College students will work 12-15 hours per week. Each college advisor will have a caseload of seniors and will be responsible for coordinating an aspect of the CCIC such as outreach, logistics, financial aid, scholarship bulletin and our community college bound program Transfer Making It Happen.

College student advisors receive extensive training throughout the year. They participate in two mandatory all day staff trainings per year and attend weekly 90-minute staff meetings held on the UC Berkeley campus. These meetings serve as professional development to further hone the staff's college knowledge, ability to provide college advising, and workshop presentation and facilitation skills. The weekly meetings are facilitated by the Program Coordinator and cover topics such as how to get the best out of CSU Mentor, how to support the personal statement writing process and financial aid knowledge. In addition, the East Bay Consortium will invite university or program representatives from different systems of higher education or student organizations to train advisors about their respective institutions or organizations and to share best practices. The meetings also serve as a space for advisors to make announcements and to voice any issues or concerns they may have in regards to the CCICs. Lastly, the meetings also develop camaraderie, building familiarity and trust amongst a staff that rarely gets to see one another due to being placed at different sites or working different shifts. EBC's Program Coordinator will provide supervision to the part-time college student advisors.

RECORDKEEPING

East Bay Consortium agrees to:

- Keep accurate records on students participating in program activities and services.

COMPENSATION AGREEMENTS

- \$27, 500 for the 2017– 2018 school year.
- One installment of \$27,500 each to be paid to the East Bay Consortium during the Fall semester.
- The service reflects time and expertise in facilitating services at the College and Career Information Center from September 2017 through June 2018.

By execution of this professional services agreement between the East Bay Consortium ("EBC") and Fremont High School, East Bay Consortium agrees to provide the professional services described herein, and Fremont High School agrees to accept such services, all in accordance with the following terms and conditions. This agreement will take effect when East Bay Consortium returns a copy of this agreement, and its effective date will be September 1, 2017 through June 2018.

By: Mónica Montenegro
Mónica Montenegro, Executive Director
East Bay Consortium

By: [Signature]
Thomas Skjervheim / Rosemary McAtee
Co-Principal Fremont High

Date: 4/21/17, 2017

Date: 4/21, 2017

MEMBER INSTITUTIONS:

Berkeley High School
California State University, East Bay
Contra Costa College

East Bay Asian Youth Center
Holy Names University
Mills College
Oakland Unified School District

Peralta Community College District:
Berkeley City College
College of Alameda
Laney College
Merritt College

St. Elizabeth High School
St. Mary's College of California
University of California, Berkeley
West Contra Costa Unified School District