

Board Office Use: Legislative File Info.	
File ID Number	12-2825
Introduction Date	11/14/12
Enactment Number	12-2732
Enactment Date	11-14-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent ^{LOW} ~~VEATS~~

By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

11/14/12

Subject Professional Services Contract -
College Summit San Francisco CA (contractor, City State)
College & Career Readiness Office (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and College Summit. Services to be primarily provided to College & Career Readiness Office for the period of 10/01/2012 through 06/30/2013.

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

OUSD has a goal of preparing all students for both college and career. College Summit works to increase college enrollment rates for OUSD students by building the District's capacity to guide students through the college preparation and application process. They assist OUSD in developing a culture where going to college is what is expected of every student- not the exception.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and College Summit, San Francisco, CA, for the latter to provide 4,455 hours of academic support, tutoring and mentor services for 12th grade students at eight OUSD high schools for up to a maximum of 1,225 students. In addition, College Summit provides training, support and guidance for teacher and advisors in many schools that do not have counselors, for the period September 17, 2012 through June 30, 2013, in an amount not to exceed \$178,225.00.

Recommendation Approval of professional services contract between Oakland Unified School District and College Summit. Services to be primarily provided to College & Career Readiness Office for the period of 10/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Tier 3- TIIG (Targeted Instructional Improvement Grant) not to exceed \$ 178,225.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One Hundred Seventy Eight Thousand Two Hundred Twenty Five Dollars (\$ 178,225.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Professional Services Contract

OUSD Representative:

Name: Gretchen Livesey
Site /Dept.: College & Career Readiness Office
Address: 2607 Myrtle St.
Oakland, CA 94607
Phone: (510) 273-2366

CONTRACTOR:

Name: Paul Collins
Title: Executive Director
Address: 703 Market Street
San Francisco CA 94103
Phone: (415) 277-9905

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.


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

OR

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

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

Professional Services Contract

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

Professional Services Contract

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

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

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

Summary of terms and compensation:

Anticipated start date: 10/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 178,225.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President/ Board of Education

Superintendent or Designee

[Signature]
Secretary, Board of Education

11/15/12
Date

11/15/12
Date

CONTRACTOR

[Signature]
Contractor Signature

9/30/12
Date

Paul Collins
Print Name, Title Executive Director

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By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and College Summit, San Francisco, CA, for the latter to provide 4,455 hours of academic support, tutoring and mentor services for 12th grade students at eight OUSD high schools for up to a maximum of 1,225 students. In addition, College Summit provides training, support and guidance for teacher and advisors in many schools that do not have counselors, for the period September 17, 2012 through June 30, 2013, in an amount not to exceed \$178,225.00.

SCOPE OF WORK

College Summit will provide a maximum of 4,455.00 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$178,225.00. Services are anticipated to begin on 10/01/2012 and end on 06/30/2013.

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.

Some students who participate in the program will serve as peer leaders and attend leadership institute where they are trained on the College Summit (CS) curriculum to facilitate program with their peers. All students will participate in the CS advisory curriculum, learning about college preparation, the application process, understanding effective ways of financing education and also learning about financial literacy. Educators who facilitate the curriculum will participate in an Educator's academy to learn the curriculum and receive support from CS staff about engagement and implementation strategies for the program. Ongoing support from CS will be provided to educators, as well as to the peer leaders as needed. 1) CS serves 857 seniors, 2) the program provides curriculum for teachers to advise/mentor seniors; the connections made with teachers/peers increases student engagement & attendance rates, 3) After participating, students will know how to prepare for their career after high school, and 4) CS does not directly support access to health services, though it promotes self-advocacy which aids wellness.

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.

As a result of this work, students will complete college searches, fill out all necessary college application and financial aid forms and participate in planning activities created to increase college completion. At the end of the program, students will have met the College Summit benchmarks (outlined by the CS Nav webtool), measuring their progress along the college search and application process; the larger goal is for all students to graduate from high school with a clear understanding of where they will be enrolling in college for the upcoming fall semester.

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

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

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

Please select:

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

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

COLLEGE SUMMIT, INC., AND OUSD CONTRACT

ACADEMIC YEARS:

2012-2013

Recitals

THIS AGREEMENT, entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD"), located at 1025 Second Avenue, Oakland, CA 94606, and COLLEGE SUMMIT, INC, an Internal Revenue Service Code Section 501(c)(3) not-for-profit corporation, incorporated in the District of Columbia with principal offices located at located at 1763 Columbia Road, NW, 2nd Floor, Washington, DC 20009 hereafter known as ("College Summit"), confirms that College Summit commits to the provisions of, and OUSD commits to the implementation of, College Summit's college access program in service to OUSD students during the 2012- 2013 school year.

WHEREAS, Based on proven research and extensive experience, College Summit provides a comprehensive system intended to increase college enrollment rates;

WHEREAS, OUSD has a need to offer this system to schools which it operates; and

WHEREAS, OUSD and College Summit agree that College Summit reserves the right based on tested best practices to make enhancements or modifications to the offering and delivery of its services in accordance with the current College Summit system and fee structures.

WHEREAS, OUSD and College Summit have agreed that the results from the implementation of system under this contract will be impaired significantly if parties do not adhere to the mandatory requirements outlined herein.

WHEREAS, OUSD and College Summit have agreed to fully implement College Summit, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OUSD and College Summit agree as follows:

Agreement

- 1. INCORPORATION OF RECITALS.** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. TERM.** Pending OUSD's budget approval each fiscal year and agreement to adhere to specific mandatory implementation requirements, OUSD and College Summit agree to proceed with implementation of College Summit to increase the college enrollment rate of OUSD's graduating seniors, beginning as of June, 2012 and continuing through the end of the 2012-13 academic year (June 2013) for a total of twelve (12) months (the "Term"), unless terminated sooner as provided herein.
- 3. CONTRACT MODIFICATION.** Notwithstanding any such enhancements or modifications, the fees outlined in this contract and all contract changes shall not be modified during the term of this agreement without the written agreement of both parties. All modifications will be confirmed through a contract amendment form signed by both parties within 30 days of all anticipated changes. (Exhibit A)

4. EVENTS OF DEFAULT AND REMEDIES.

- A. **Events of Default.** Events of default include, but are not limited to, the following:
- i. Any material misrepresentation by OUSD or College Summit in the inducement of this Agreement or the performance of services;
 - ii. Breach of any agreement, representation, or warranty made by OUSD or College Summit in this Agreement; or
 - iii. Failure of OUSD or College Summit to perform requirements in accordance with or comply with the terms and conditions of this Agreement.
- B. **Remedies.** In the event that OUSD or College Summit defaults under this Agreement, the non-defaulting Party will provide written notification via registered overnight mail to the defaulting Party specifying the areas of default. If such default is not cured within contract term, this Agreement may be terminated immediately. In addition, the defaulting Party may not be considered for future contract opportunities with the non-defaulting Party. The remedies stated herein are not intended to be exclusive, and the Parties may pursue any and all other remedies available at law or in equity.

5. COLLEGE SUMMIT RESPONSIBILITIES. Contingent upon OUSD's funding the amounts as set forth below and implementing contract requirements, College Summit agrees to provide and perform the following activities during the aforementioned term:

- C. Support implementation of College Summit for OUSD's high school students according to the student volume set forth below:
- i. Approximately 850 seniors during the 2012-13 academic year
 - ii. Approximately 205 juniors during the 2012-13 academic year
 - iii. Approximately 170 sophomores during the 2012-13 academic year
 - iv. Approximately 0 freshmen during the 2012-13 academic year
 - v. The student volume is projected for distribution across OUSD according to the schedule in Exhibit B, called "Roll-Out Plan". It is understood by both parties that the OUSD may change how the student volume described in 2.A is distributed.
- D. Each academic year, provide curriculum and related materials as specified below toward OUSD's implementation of College Summit, including:
- i. One postsecondary planning workbook per participating student;
 - ii. One Advisor Edition of curriculum per participating educator;
 - iii. Access for all participating students and educators to College Summit's online college transition management tool CSNav / Naviance;
 - iv. Implementation guide for each participating school's College Summit Coordinator.
- E. Establish criteria for participating educators to identify and engage participating rising seniors for training as Peer Leaders, as described below;

- F. Each summer, design, organize, and run residential College Summit workshops (the "Summer Workshops"), to be attended by a subset of participating rising seniors from participating OUSD high schools as described below.
- G. Each summer, train OUSD's rising seniors at the Summer Workshops to serve as "Peer Leaders" during their senior year:
 - i. Approximately 170 rising seniors during summer 2012
- H. At the start of each school year, design, organize, and run Educators' Academies, required for staff implementing College Summit.
- I. Pay a stipend of \$200 to each participating 12th Grade College Summit Advisor (CSA) implementing College Summit during the academic year, according to the payment schedule set forth in the Stipend Agreement entered into between College Summit and the CSA.
- J. Pay a stipend of \$500 to each participating 12th Grade College Summit Coordinator (CSC) coordinating their school's implementation of College Summit during the academic year, according to the payment schedule set forth in the Stipend Agreement entered into between College Summit and the CSC.
- K. Provide regular contract support as follows:
 - i. Performance reports;
 - ii. Review of all performance reports;
 - iii. Sharing of best practices;
 - iv. Guidance on program implementation to support principals and school staff with ongoing coaching and professional development; and
 - v. As a partner, assist in developing an approach to ensure contract compliance.

6. SCHOOL/DISTRICT REQUIREMENTS. OUSD agrees to perform the following mandatory activities during the aforementioned term.

- A. By August, 2012, provide CS with the estimated total number of educators implementing the 2012 – 2013 program.
- B. By September, 2012, confirm expected count of students participating in all CS classes.
- C. By August, 2012, select certified educators to implement CS program during the 2012-2013 academic year.
- D. Ensure all educators selected to implement CS program for the first time attend a 2012 Educators Academy or be allocated sufficient time for make-up training and allocate sufficient time for CS professional development for all educators.
- E. Designate a regularly scheduled, credit-bearing school day period or regularly scheduled advisory period in which the CS curriculum will be implemented.
- F. Make a CS workbook available to each student within 10 days of the start of the CS class.

- G. Identify a CS Coordinator (CSC) to serve as liaison between CS and educators at the school by June, 2012.
 - H. Ensure the CSC meets with the CS representative on a regular basis during the school year for setup and to monitor implementation and performance to goals.
 - I. Ensure that the principal or administrative lead meets with the CS representative on a regular basis to review data and monitor implementation and performance to goals.
 - J. By May of each academic year identify up to 20 % of rising seniors as Peer Leaders, according to College Summit criteria, and facilitate their participation in College Summit summer workshops.
 - K. Each spring identify and ensure the participation of Chaperones to support OUSD's participating rising seniors at the Summer Workshops. The number of Chaperones will be based on the OUSD's required student Chaperone ratio for OUSD's designated school field trips.
 - L. Submit student graduation lists to CS (or completed college enrollment data) for 3 graduating classes prior to partnership and one list for all partnership years for the purpose of determining success of the program. Grad lists should include all students, not just CS participants.
 - M. Pay for and schedule workshop transportation to and from the workshop for all High School students and chaperones.
 - N. Provide CS with a roster of all students participating in the program by September, 2012.
 - O. Ensure that each student and educator creates a CSNav / Naviance logon within 20 days of the start of the CS class.
 - P. Place all participating students in a CSNav / Naviance advisory group within 30 days of the start of the CS class.
 - Q. Ensure CS student milestones are recorded in CSNav / Naviance.
 - R. Update CSNav / Naviance advisory groups throughout the year for students entering or leaving so that it accurately reflects students participating in the CS class.
 - S. Require each CS educator to complete CS' annual educator survey.
 - T. Work with CS team to ensure contract compliance throughout contract period.
7. **PAYMENT TERMS.** In consideration for services and curriculum materials provided for the 2012-2013 school year, OUSD will pay to College Summit a minimum of \$203, 225 for services rendered to up to a maximum of 1,225 students. At the beginning of the 2012-2013 school year, the compensation for services for students exceeding 10% of the projected number of students served shall accrue at the rate of \$215 per senior and \$70 per 9th-11th grader. College Summit will issue an invoice to OUSD by October 31, 2012. Full payment of invoiced amount is due to College Summit no later than 30 days from receipt of invoice.

8. **JOINT RESPONSIBILITIES FOR DATA AND REPORTING.** College Summit will provide reports of externally-verified college enrollment for OUSD graduates. College enrollment verification is heavily dependent on the availability and accuracy of graduate information provided by the district. To assist OUSD with Family Education Rights and Privacy Act (FERPA) compliance, Exhibit C ("Data Sharing Agreement") provides a list of the student information needed for college enrollment verification, guidelines for secure transmission of student information to College Summit, and a reference to relevant FERPA regulations.
9. **GOVERNING LAW JURISDICTION.** This Agreement shall be governed, construed and interpreted under the laws of the state of California and shall be deemed to be executed and performed in the state of California, without regard to any conflict of law or choice of law principles. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the state of California, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the state of California. The parties agree that no action concerning this Agreement may be commenced anywhere but the state of California.
10. **REPORTING.** During the term of this Agreement, the following person or designee have been designated by College Summit and OUSD to receive all notices required under this Agreement, confer with on a regular basis, and as may be reasonably requested, concerning the services performed under this Agreement, student data and issues related to the services. Parties also agree to meet and confer with other Board administrators, officers and employees as directed or deemed necessary or appropriate.

OUSD's Designated Contact Person

Name: Alison McDonald
Title: Network Executive Officer, High Schools
Date: July 5, 2012
Email: Alison.McDonald@ousd.k12.ca.us
Phone: (510) 273-0436

College Summit, Inc. Designated Contact Person

Name: Paul Collins
Title: Executive Director
Date: June 1, 2012
Email: pcollins@collegesummit.org
Phone: 415.227.9905 x-103

11. **ASSIGNMENT.** This Agreement will be binding on the Parties and their respective successors and assigns, provide, however, OUSD and College Summit may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the other Party.

12. CONFIDENTIAL INFORMATION.

- A. **Obligation of Confidentiality** - In performing services under this Agreement, Consultant and OUSD may be exposed to and will be required to use certain "Confidential Information". Consultant and OUSD along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
- B. **Definition** - "Confidential Information" means information, not generally known, and proprietary to the Consultant or OUSD or to a third party for whom the Consultant or OUSD is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Consultant or OUSD. All information which Consultant or OUSD acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant, OUSD or others, which Consultant or OUSD has a reasonable basis to believe to be Confidential.

- 13. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement and the documents referred to herein, as amended from time to time, represent the entire 2012-2013 agreement between the parties and supersede any and all prior agreements.
- 14. **WAIVER.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
- 15. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 16. **HEADINGS.** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
- 18. **BINDING EFFECT.** This Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- 19. **INDEPENDENT CONTRACTOR.** The Board and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the performance of Consultant's duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Consultant and Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Consultant shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board. Consultant hereby represents that Consultant's valid taxpayer identification number, as defined by the United States Internal Revenue Code (social security number or federal employer identification number), is 52-2007028.20.

20. INDEMNIFICATION.

- A. College Summit agrees to indemnify and hold harmless OUSD, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.
- B. OUSD agrees to indemnify and hold harmless College Summit, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of OUSD or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

21. COUNTERPARTS FORM ONE AGREEMENT. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and together the counterparts will form one fully-executed, fully-enforceable Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

OUSD

By: *Alison J. McDonald*

Title: Network Executive Officer

Date: July 5, 2012

Email: Alison.McDonald@ousd.k12.ca.us

Phone: (510) 273-04236

College Summit, Inc.

By: *Paul Collins*

Title: Executive Director

Date: 7/9/12

Email: pcollins@collegesummit.org

Phone: 415.227.9905 x-103

OUSD Contact Information:

Name: _____

Email: _____

Phone: _____

Contract Billing Address:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *J. M. [Signature]*
Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Exhibit A
AMENDMENT TO AGREEMENT BETWEEN COLLEGE SUMMIT, INC.,
AND OUSD

For and in consideration of additional benefits and obligations beyond those set forth in an agreement dated _____ (Enter Date of initial Agreement) between College Summit and OUSD ("the Agreement), the said parties mutually enter into this Amendment, which is effective as of <Enter Date> and hereby agree as follows:

Amendment Provisions

1. The Contract is amended to change <ORIGINAL CONTRACT TERM> from _____ <add previous contract language> to _____ <add new language or contract term>.
2. All other terms and conditions of the Contract shall remain the same.

Amendment becomes effective: upon receipt

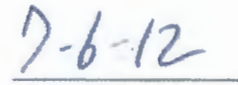
Signature
College Summit, Inc. Authorized Representative

Print Name

Date







Signature
OUSD Authorized Representative

Print Name

Date

**Exhibit B
ROLL OUT PLAN**

Contracted Student Volume

School Year: 2012-2013

High School	Estimated # of 12th Graders	Price per Senior	Estimated # of 11th Graders	Price per 11th Grader	Estimated # of 10th Graders	Price Per 10th Grader	Estimated # of 9th Graders	Price per 9th Grader
Castlemont	135	\$200	130	\$70				
Fremont	135	\$200			130	\$70		
McClymonds	75	\$200	75	\$70				
Oakland High	135	\$215						
Oakland Tech	135	\$215						
Skyline	135	\$215						
MetWest	40	\$200			40	\$70		
Dewey	60	\$215						
Total Contracted	850		205		170			

Exhibit C
DATA SHARING AGREEMENT FOR FULL MODEL SCHOOLS ONLY

THIS AGREEMENT, made as of the 12th day of June, by and between OUSD ("OUSD"), located at 1025 Second Avenue, Oakland, CA 94606, and College Summit, Inc., a nonprofit corporation ("College Summit," or "Consultant"), located at 1763 Columbia Road, NW, 2nd Floor, Washington, DC 20009, establishes the content, use, and protection of data required by College Summit to verify the college enrollment of district graduates as described in the partnership agreement.

1. **STUDY PURPOSE.** College Summit seeks to make college enrollment information actionable by sharing it with education partners so that they can make adjustments in resources, curricula, and scheduling in order to improve the college enrollment rates of our partner high schools. College Summit also uses this outcome data to study the efficacy of its own programs so that it can better serve its partners across the country.
2. **STUDY SCOPE.** College Summit, on behalf of OUSD, will verify post-secondary college enrollment of OUSD graduates via the National Student Clearinghouse or similar college enrollment verification services. College Summit analyzes externally-verified college enrollment, rather than relying on output data (i.e. college applications sent and/or college admissions offers) or on self-reported outcome data. Analysis is dependent on the quality and availability of data and may include:
 - A. College enrollment trends over time or compared to a pre-partnership baseline
 - B. Factors influencing college enrollment (demographics, college planning activity, etc.)
 - C. College persistence
 - D. Types and locations of colleges attended
 - E. Other factors, as available and consistent with the purpose of the study
3. **STUDY DURATION.** College Summit will verify the first-year college enrollment of OUSD graduates annually throughout the life of the partnership agreement. College persistence and graduation will be verified for up to six years after high school graduation, even if the partnership is terminated, in order to collect data to improve College Summit programs. At the conclusion of the study, all personally identifiable information will be destroyed.
4. **INFORMATION TO BE DISCLOSED.** In order to verify college enrollment, College Summit requires enough personally identifying information about each graduate to find a unique match against college registrar information. OUSD will provide College Summit with graduation information for each class at each participating high school during the partnership. Where available, OUSD will also provide up to three graduating classes prior to the first year of the partnership to provide a baseline for comparison. Graduation information will include a list of every graduate, including students who did not participate in College Summit.
 - A. The following information is required for each graduate. Without this information, College Summit cannot provide OUSD with college enrollment reporting.

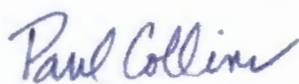
i. First name	v. Date of birth
ii. Middle name	vi. Graduation date
iii. Last name	vii. High School
iv. Suffix	
 - B. The following information is not required, but may improve College Summit's ability to verify college enrollment.
 - i. Social Security number
 - ii. District student identification number

C. The following information is not required, but allows College Summit to provide additional, disaggregated college enrollment reporting to OUSD to inform improvements to instruction.

- | | |
|-----------------------------------|----------------------|
| i. Sex | iv. Student Programs |
| ii. Free/Reduced Meal Eligibility | v. Disability |
| iii. Limited English Proficiency | vi. Race/Ethnicity |

5. **FAMILY EDUCATION RIGHTS AND PRIVACY ACT OF 1974 (FERPA) COMPLIANCE.** The presence of a Social Security number can significantly improve our ability to match a student against college registrar information. FERPA prohibits colleges or universities from disclosing or confirming enrollment information without individual written consent if a student's Social Security number or other non-directory information is used to help identify the student. However, Section 99.31(a)(6)(i) of the Act provides an exception to the written consent requirement for organizations conducting research studies for, or on behalf of a high school or district in order to improve instruction. By signing this agreement, OUSD grants College Summit authority to use non-directory information, including any Social Security or student identification numbers made available by OUSD, to confirm college enrollment on behalf of the district without individual written consent.
6. **DATA TRANSMISSION AND SECURITY.** College Summit meets or exceeds applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of student information. College Summit uses its best efforts to follow publicly-disseminated guidance on FERPA as well as industry best practices related to secure transmission, encrypted storage, and limited staff access to confidential data. OUSD will provide a technology liaison with the ability to securely transmit student data in a mutually agreed upon electronic format.
7. **USE OF PERSONALLY IDENTIFIABLE INFORMATION.** College Summit will use personally identifiable information only to meet the purposes of this study as described in the partnership agreement. College Summit will not permit the personal identification of students by anyone other than representatives or agents of the organization with legitimate interests.

AGREED TO, on behalf of College Summit and OUSD, respectively, by their representatives:



Signature

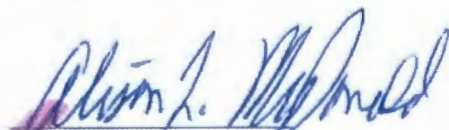
College Summit, Inc. Authorized Representative

PAUL COLLINS

Print Name

7-9-12

Date



Signature

OUSD Authorized Representative

Alison McDonald

Print Name

7-6-12

Date

College Summit Northern CA 2012-2013 Pricing

School / School System	# of Seniors	Price per Senior *	Senior Cost	# of 9th Graders	# of 10th Graders	# of 11th Graders	Total 9th-11th Graders	Price Per 9th-11th Grader **	Launch Cost	Total Cost
Castlemont	135	\$200	\$27,000	0	0	130	130	\$70	\$9,100	\$36,100
Fremont	135	\$200	\$27,000	0	130	0	130	\$70	\$9,100	\$36,100
McClymonds	75	\$200	\$15,000	0	0	75	75	\$70	\$5,250	\$20,250
Oakland High	135	\$215	\$29,025	0	0	0	0	\$70	\$0	\$29,025
Oakland Tech	135	\$215	\$29,025	0	0	0	0	\$70	\$0	\$29,025
Skyline	135	\$215	\$29,025	0	0	0	0	\$70	\$0	\$29,025
MetWest	40	\$200	\$8,000	0	40	0	40	\$70	\$2,800	\$10,800
Dewey	60	\$215	\$12,900	0	0	0	0	\$70	\$0	\$12,900
Totals	850	\$208.21	\$176,975	0	170	205	375	70.00	\$26,250	\$203,225

* Full Fee Per Senior = \$215



TO: Oakland Unified School District
FROM: Paul Collins, Executive Director
DATE: September 30, 2012
RE: Agreement Support – Statement of Qualifications

Below I have listed the relevant qualifications for my organization and myself in regards to our work with schools in the Oakland Unified School District:

College Summit as an Organization is qualified to –

- Support the transition to college for high school students, and particularly low-income students. In our 17 year history we have served over 70,000 students. The college enrollment rate for students attending our summer workshops - over 79% - is nearly double the national average.
- Train teachers to play the 'application manager' role in the college admissions process. We have trained hundreds of teachers in several states and over 150 high schools nationally (e.g. Denver, St. Louis, Washington D.C., Los Angeles, Oakland) in our proprietary college application curriculum, the "Navigator".
- Run intensive summer workshops for rising seniors. At over 200 workshops, with a staff to student ratio of nearly 1-1 (comprised of trained facilitators, teachers, counselors, and community volunteers), we have nurtured the self-advocacy and presentation skills of thousands of students, who have in turn left 10 steps ahead in the college application process.

Paul Collins as an Executive Director is qualified to -

- Lead a team to train teachers and support delivery of the College Summit curriculum and process – based on my own training, work & life experience, Masters in Organizational Development, and over 9 years with the organization which includes managing the relationship with OUSD since 2005.
- Facilitate a process of raising philanthropic resources to support the partnership, budget management, and overall management of the Northern California region.

Please contact me at 415.227.9905, x-103 if you require any additional information.

A handwritten signature in cursive script that reads "Paul Collins".

Paul Collins
Executive Director
College Summit CA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooley and Darling Insurance Agency PO Box 1228 Haymarket VA 20168	CONTACT NAME: Andy Cooley PHONE (A/C, No, Ext): (703) 881-0113 E-MAIL ADDRESS: acooley@cd-insure.com	FAX (A/C, No): (703) 659-0024
	INSURER(S) AFFORDING COVERAGE	
INSURED College Summit 1763 Columbia Rd NW 2nd Floor Washington DC 20009	INSURER A: First Nonprofit Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL122902431


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TMP0818279-12	2/15/2012	2/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		GENERAL AGGREGATE \$ 3,000,000			PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			TMP0818279-12	2/15/2012	2/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		UXL0807445-12	2/15/2012	2/15/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC0811400	7/1/2012	7/1/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is added as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andy Cooley/ANDY 

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : College Summit
As of 02-Oct-2012 1:49 PM EDT
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

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

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Susan.Lopez@ousd.k12.ca.us

Contractor Information

Contractor Name	College Summit	Agency's Contact	Paul Collins				
OUSD Vendor ID #	V055652	Title	Executive Director				
Street Address	703 Market Street	City	San Francisco	State	CA	Zip	94103
Telephone	(415) 277-9905	Email (required)	pcollins@collegesummit.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours (required)	4,455.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0522	Tier 3- TIIG	9121110261	5825	\$ 178,225.00
	(Targeted Instruction)		5825	\$
			5825	\$
Requisition No. (required)	R0305921		Total Contract Amount	\$ 178,225.00

Approval and Routing (In order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Gretchen Livesey	Phone	(510) 273-2366
	Site / Department	College & Career Readiness Office		Fax	
	Signature	<i>Gretchen Livesey</i>		Date Approved	10/15/12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)		Date Approved		
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Alison K. Williams</i>		Date Approved	10-17-12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Thomas S. [Signature]</i>		Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number			



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