

Board Office Use: Legislative File Info.	
File ID Number	15-0912
Introduction Date	6-10-15
Enactment Number	15-0885
Enactment Date	6-10-15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement) 6-10-15

Subject Professional Services Contract Amendment No. 1 -
College Summit -
McClymonds High School (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and College Summit. Services to be primarily provided to McClymonds High School for the period of 7/1/14 through 6/30/15.

Background
A one paragraph explanation of why an amendment is needed.

It is well-established that college attendance is highly correlated with parental income. McClymonds High School, situated in the low-income neighborhood of West Oakland, is committed to substantially increasing the number of its students who enroll in and graduate from college. Achieving this goal requires not only dedicated teachers but also the creation of a college-going culture in the school and implementation of a curriculum that has proven effective in preparing low-income students for college.

Discussion
One paragraph summary of the amended scope of work.

A contract for services between OUSD and College Summit (of Washington, D.C.) for the latter to provide additional support for teachers who are implementing the College Summit Program and to provide additional analysis of college-enrollment data requested by McClymonds High School, in an amount not to exceed \$6,000.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and College Summit. Services to be primarily provided to McClymonds High School for the period of 7/1/14 through 6/30/15.

Fiscal Impact Funding resource name (please spell out) LCFF Concentration funds not to exceed \$6,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

College Summit

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1/14,
and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p>			
<input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:			
<p>College Summit will provide additional support for teachers who are implementing the College Summit Program and additional analyses of college-enrollment data requested by McClymonds High School. These efforts should reinforce the teachers' activities during the final phase of the Program and provide more detailed analyses of graduating seniors' college-selection and -enrollment processes.</p>			

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is 6/30/15.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 6,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is twenty four thousand _____ dollars (\$ 24,000.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education _____ Date _____
 Superintendent _____
 Chief or Deputy Chief _____

_____ Date 6/11/15
 Secretary, Board of Education

CONTRACTOR

 Contractor Signature _____ Date _____

 Print Name, Title

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.

College Summit will provide additional support for teachers who are implementing the College Summit Program and additional analyses of college-enrollment data requested by McClymonds High School. These efforts should reinforce the teachers' activities during the final phase of the Program and provide more detailed analyses of graduating seniors' college-selection and -enrollment processes.

- 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.

Through College Summit's efforts, seven rising seniors will be trained as Peer Leaders in Summer Workshops and five teachers will participate in Educators' Academies. With this preparation and on-going guidance from College Summit staff, this team will implement the College Summit curriculum for seventy seniors. Each of the seniors will develop skills and competencies in the following areas:

*Knowing their academic strengths, weaknesses, and learning styles, and understanding the correlation between effort and success

*Building a college-going vocabulary and preparing for the academic rigors of college through exposure to college-level curricula and work

*Speaking about their personal experiences and communicating with a variety of individuals

*Understanding the connection between success in a given field and the appropriate education and training

*Understanding the costs associated with various post-secondary options and making plans for covering them; learning about personal financial responsibility; connecting their educational level to their future salary potential

- 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 type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

Please select:

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

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the CSSSP modification was approved.
- Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the CSSSP modification was approved.

Board Office Use: Legislative File Info.	
File ID Number	15-0045
Introduction Date	4-22-15
Enactment Number	15-0521
Enactment Date	4/22/15



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 4/22/15

Subject Professional Services Contract - College Summit, Inc.
- McClymonds High School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and College Summit, Inc.. Services to be primarily provided to McClymonds High School for the period of 7/1/14 through 6/30/15.

Background
A one paragraph explanation of why the consultant's services are needed.
It is well-established that college attendance is highly correlated with parental income. McClymonds High School, situated in the low-income neighborhood of West Oakland, is committed to substantially increasing the number of its students who enroll in and graduate from college. Achieving this goal requires not only dedicated teachers but also the creation of a college-going culture in the school and implementation of a curriculum that has proven effective in preparing low-income students for college.

Discussion
One paragraph summary of the scope of work.
A contract for services between OUSD and College Summit (of Washington, D.C.) for the latter (1) to establish criteria for use by participating educators in identifying and engaging selected rising seniors who will be trained as Peer Leaders during summer workshops that are run by College Summit staff, (2) to conduct Educators' Academies for teachers who will implement the College Summit Program, (3) to provide the curriculum and related materials for implementing the Program, (4) to support the successful implementation of the Program, and (5) to analyze college-enrollment data for the class of 2015, through the period from July 1, 2014 through June 30, 2015, in an amount not to exceed \$18,000.

Recommendation Ratification of professional services contract between Oakland Unified School District and College Summit, Inc.. Services to be primarily provided to McClymonds High School for the period of 7/1/14 through 6/30/15.

Fiscal Impact Funding resource name (please spell out) Title I not to exceed 18,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	15-0045
Introduction Date	4-22-15
Enactment Number	15-0521
Enactment Date	4/22/15



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between College Summit, Inc.

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 7/1/14, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 6/30/15.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed eighteen thousand and no/100 Dollars (18,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 100.00 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: none

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: none 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.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Tinisha Hamberlin
Site /Dept.: McClymonds High School
Address: 2607 Myrtle Street
Oakland, CA 94607
Phone: (510) 501-8744
Email: tinisha.hamberlin@ousd.k12.ca.us

CONTRACTOR:

Name: Michael Mulcahy
Title: Executive Director, College Summit Northern California
Address: 703 Market Street, suite 206
San Francisco CA 94103
Phone: (707) 241-5830
Email: mmulcahy@collegesummit.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 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- OR**
- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

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 TE 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 contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 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. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education

Superintendent

Chief or Deputy Chief



Secretary, Board of Education

CONTRACTOR



Contractor Signature

Michael Mulcahy

Executive Director, College Summit Northern California

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 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.

College Summit, Inc. will provide the following services: 1) establish criteria for use by Participating educators in identifying and engaging selected rising seniors who will be trained as Peer Leaders during summer workshops that are run by College Summit staff; 2) conduct Educator's Academies for teachers who will implement the College Summit Program; 3) provide the curriculum and related materials for implementing the Program; 4) support the successful implementation of the Program; and 5) analyze college-enrollment data for the class of 2015, for the period July 1, 2014 through June 30, 2015, in an amount not to exceed \$18,000.00

Professional Services Contract

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.

Through College Summit's efforts, seven rising seniors will be trained as Peer Leaders in Summer Workshops and five teachers will participate in Educators' Academies. With this preparation and the on-going guidance from College Summit staff, this team will implement the College Summit curriculum for seventy seniors. Each of the seniors will develop skills and competencies in the following areas:

- *Knowing their academic strengths, weaknesses, and learning styles and understanding the correlation between effort and success
- *Building a college-going vocabulary and preparing for the academic rigors of college through exposure to college-level curricula and work
- *Speaking about their personal experiences and communicating with a variety of individuals
- *Understanding the connection between success in a given field and the appropriate education and training
- *Understanding the costs associated with various post-secondary options and making plans for covering them; learning about personal financial responsibility; connecting their educational level to their future salary potential

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 type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

Please select:

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

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

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.



OAKLAND UNIFIED SCHOOL DISTRICT

Technology Services

314 E. 10th St., Oakland, CA 94606 | Harper Bldg, Room 211

CONSULTANT'S USE OF DISTRICT INFORMATION


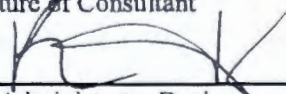
CONSULTANT agrees that the information provided by the DISTRICT shall be used for project development consistent with documented and agreed to the project Business Requirements Document and such information shall not be used for commercial purposes or uses that may be inappropriate as determined by the DISTRICT. In the event that the DISTRICT, in its sole discretion, at any time during the term of this agreement, deems CONSULTANT use of the information provided by the DISTRICT to be inappropriate or not in keeping with the terms of this agreement, the DISTRICT may immediately cancel the agreement by giving written notice and require CONSULTANT to return and cease use immediately of DISTRICT information. CONSULTANT must immediately and permanently delete any DISTRICT data from all electronic devices that hold this information. If the data has been produced in paper format, these paper files must be shredded and destroyed.

With respect to confidential student data, by signing this agreement, CONSULTANT and its duly authorized signatory certify under penalty of perjury of the laws of the State of California that CONSULTANT is specifically and duly authorized to view and receive the information provided by the DISTRICT pursuant to this agreement.

Please read and sign below:

I, Michael Mulcahy, the principal consultant for College Summit, Inc., agree to the following:

- All student data provided by the District shall not be shared with third-party organizations and will be used solely for the purposes stated in the project's Business Requirements Document.
- I will not solicit data from other departments or school sites within OUSD.

	12/19/14
Signature of Consultant	Date
	3/10/15
State Administrator Designee	Date

COLLEGE SUMMIT, INC.

STATEMENT OF QUALIFICATIONS

Annually serving 36,000 students in the ninth through twelfth grades, College Summit is the nation's largest nonprofit dedicated to transforming the lives of low-income youth by connecting them to college and career. College Summit uses peer leadership, custom curricula, real-time performance data, and technology to help get these high school students from low-income communities to and through college. Many, if not most, will be the first in their families to attend college.

In the 2012-13 academic year, College Summit Northern California partnered with 12 high schools in the Bay Area, serving more than 1,700 students—a long way from the 46 students initially served in 2002. Its Peer Leaders have enrolled in college at a rate of 78%, far surpassing the 52% rate for all high school graduates in low-income communities nation-wide. It has helped its high school partners maintain these rates despite a 7.3% drop state-wide and a 16.5% decrease in Alameda County.

[View assistance in Search Results](#)

A BPF SAM site will be down for a scheduled maintenance window this Saturday night, 12/17/2014, from 7:00 PM to 11:00 PM (EST).

Search Results

Current Search Terms: college* summit*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v2.P.23.20141126-1047

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2014

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 FAX (A/C No.): (703) 659-0024 E-MAIL ADDRESS: acooley@cd-insure.com
INSURED College Summit 1763 Columbia Rd NW 2nd Floor Washington DC 20009	INSURER(S) AFFORDING COVERAGE INSURER A: First Nonprofit Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1421904033 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			NPP1003286-00	2/15/2014	2/15/2015	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
	<input checked="" type="checkbox"/> Sexual Abuse Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Social Service PL						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			NPP1003286-00	2/15/2014	2/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			NMB1003287-00	2/15/2014	2/15/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			FWC1000083	7/1/2013	7/1/2015	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/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 Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	CANCELLATION 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

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

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

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

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

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

Contractor Information

Contractor Name	College Summit, Inc.	Agency's Contact	Michael Mulcahy
OUSD Vendor ID #	V055652	Title	Executive Director, College Summit Northern California
Street Address	703 Market Street, suite 206	City	San Francisco
Telephone	(707) 241-5830	State	CA
		Zip	94103
		Email (required)	mmulcahy@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	7/1/14	Date work will end	6/30/15	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	180		

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
3010	Title I	303-4850-1-01	5825	\$ 18,000.00
			5825	
			5825	

Requisition No. (required)	R0152613	Total Contract Amount	\$ 18,000.00
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Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Tinisha Hamberlin	Phone	(510) 501-8744
	Site/Department (Name & #)		McClymonds High School	Fax	(510) 874-3796
	Signature			Date Approved	12.19.14
2.	Resource Manager , if using funds managed by:	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	1/6/14
	Signature (if using multiple restricted resources)			Date Approved	1/6/14
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	1/12/14
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			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	P1505948	

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
 - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	College Summit	Agency's Contact	Michael Mulcahy				
OUSD Vendor ID #	V055652	Title	Executive Director, College Summit Northern CA				
Street Address	703 Market Street, suite 206	City	San Francisco	State	CA	Zip	94103
Telephone	(707) 241-5830	Email (required)	mmulcahy@collegesummit.org				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 18,000.00	Original PO #	P1505948	New Requisition #	R0153609
Amended Amount	\$ 6,000.00	Start Date	7/1/14	End Date	6/30/15
New Total Contract Amount	\$ 24,000.00	Pay Rate Per Hour	\$ 100.00	# of Hours	60

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
0003	LCFF Concen.	3030003101	5825	\$ 6,000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1. Administrator / Manager (Originator) Name: Tinisha Hamberlin Phone: (510) 501-8744

Site/Department (Name & #): McClymonds High School Fax: (510) 874-4379

Signature: Date Approved: 4/22/15

Resource Manager, if using funds managed by State and Federal Quality, Community, School Development Community Schools and Student Services

Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)

2. Signature: _____ Date Approved: _____

Signature (if using multiple restricted resources): _____ Date Approved: _____

3. Network Superintendent/Deputy Network Superintendent

Signature: Date Approved: 5/1/15

Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$84,100

Services described in the scope of work align with needs of department or school site

Consultant is qualified to provide services described in the scope of work

Signature: Date Approved: _____

4. 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 P1508832