

Board Office Use: Legislative File Info.	
File ID Number:	17-0268
Introduction Date:	03/08/2017
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** Devin Dillon, Interim Superintendent

**Board Meeting Date:** 03/08/2017

**Subject:** Professional Service Contract

**Contractor:** College Summitt of Washington, DC

**Services for:** 912-OFFICE OF POST-SECONDARY READINESS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and College Summitt, Washington, DC, for the latter to provide: A contract for services between OUSD and College Summitt for the latter to establish criteria for use by participation 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, to provide the curriculum and related materials for implementing the Program, and to support the successful implementation of the Program at McClymonds, Castlemont, and Fremont High Schools. for the period of 07/01/2016 through 06/30/2017 in an amount not to exceed \$40,500.00.

**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 and not the exception.

**Discussion:**  
(QUANTIFY what is being purchased.)

A contract for services between OUSD and College Summit for the latter to establish criteria for use by participation 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, to provide the curriculum and related materials for implementing the Program, and to support the successful implementation of the Program at McClymonds, Castlemont, and Fremont High Schools.

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**Fiscal Impact:** Funding Resource name(s) (detailed below) not to exceed \$40,500.00.

\$40,500.00

COLLEGE READINESS BLOCK

**Attachments:** Professional Services Contract including Scope of Work



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 17-0268

**Department:** 912-OFFICE OF POST-SECONDARY READINESS

**Vendor Name:** College Summitt

**Contract Term:** Start Date: 07/01/2016 End Date: 06/30/2017

**Annual Cost:** \$ \$40,500.00

**Approved by:** BERNARD MCCUNE

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Worked with Vendor previously at OUSD

**Summarize the services this Vendor will be providing.**

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$88,300.00 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$88,300.00 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between College Summitt of Washington, DC (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 07/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300.00, whichever is later. The work shall be completed no later than 06/30/2017.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty Thousand Five Hundred Dollars and 00/100 Dollars (\$40,500.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by 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:* N/A, which shall not exceed a total cost of \$0.00.

**5. CONTRACTOR Qualifications / Performance of Services:**

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

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

- 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:

**OUSD Representative:**

Name: SUSANA RAMIREZ  
Site /Dept.: 912-OFFICE OF POST-SECONDARY READINESS  
Address: 1000 Broadway, Suite 600  
Oakland, CA 94607  
Phone: 5108793276  
Email: Susana.Ramirez@ousd.org

**CONTRACTOR:**

Name: Keith Frome  
Title: CEO  
Address: 1763 Columbia Road NW, 2nd Floor  
Washington, DC 20009  
Phone: 202-319-1763  
Email: kfrome@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.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into 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 or Designee

\_\_\_\_\_  
Secretary, Board of Education

**CONTRACTOR**

Keith Frome

\_\_\_\_\_  
Contractor Signature

Keith Frome, CEO

\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY



## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of this work, students will complete college searches, fill out all necessary college applications, 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 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 type="checkbox"/> High quality and effective instruction                 | <input checked="" type="checkbox"/> Full service community district                     |

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

Please select:

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

- 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.

**Exhibit A**  
**SCOPE OF WORK**

- I. **COLLEGE SUMMIT DELIVERABLES.** Contingent upon Board funding the amounts as set forth in Exhibit B (“Pricing and Schools”) and implementing its contract requirements, College Summit agrees to deliver during the Term the Program Implementation products and services below, hereafter known collectively as the “College Summit Program.”
- A. Provide criteria for the identification and engagement of the following:
    - i. For each school listed in Exhibit B, at least one (1) educator Advisor from the school to support implementation of the College Summit Program in their school. If purchasing multiple teams, each school can elect to either have one educator Advisor per team or support multiple teams with a single educator Advisor.
    - ii. For each Peer Leader Team enumerated in Exhibit B, four (4) 12th graders and four (4) 11th graders from the school who will serve as the Peer Leader Team throughout the 2016-17 Academic Year. If the program is renewed for subsequent academic years, four (4) 11th graders each year would continue on the Peer Leader Team as 12th graders the next year, and four (4) new 11th graders would be identified to join them.
  - B. Prior to the end of the 2015-16 Academic Year, College Summit Program Staff conduct an on-boarding meeting (in-person or videoconference) with the Principal of each school listed in Exhibit B.
  - C. Prior to College Summit Training Workshop (the “Training Workshop”) for which school has been scheduled, College Summit Program Staff conduct an on-boarding video conference with the educator Advisor(s) identified for each school listed in Exhibit B and all eight (8) members of each Peer Leader Team enumerated in Exhibit B.
  - D. On behalf of District, for each Peer Leader Team listed in Exhibit B, College Summit make travel arrangements for four (4) 12th graders and one (1) educator Advisor to attend the College Summit Training Workshop.
  - E. By September 1, provide to the educator Advisor(s) program implementation resources and signaling materials to be distributed to the Peer Leaders at the start of the academic year, which can be used to promote program activities and goals throughout the entire school. These resources include a campaign playbook for the Advisor(s) and Peer Leaders to guide them to develop and execute successful postsecondary planning campaigns. Signaling materials may include posters, shirts, or other branded items that promote college and career planning.
  - F. If Exhibit B indicates that the School/District has purchased the Digital Curriculum, by September 15, provide each school with access to the Digital Curriculum for educators to use with all students in the school, regardless of the number of Peer Leader Teams. Access expires June 30, 2017.
  - G. By October 31, design, organize, and run the Training Workshop to be attended by the four (4) 12th graders per Peer Leader Team for each school listed in Exhibit B and at least one (1) educator Advisor per school identified using the criteria referenced above for the purpose of training these students and their educator Advisor(s) to implement the College Summit Program in their school.

- H. At the start of each semester of the academic year, conduct a training and team-building session for all Peer Leaders and the educator Advisor(s). This session may be delivered in a joint event including Advisors and Peer Leaders from nearby participating high schools, depending on their geographic proximity.
- I. Provide tools for the Peer Leader Team(s) and educator Advisor(s) to collect data needed to monitor progress toward program goals.
- J. During the Term, College Summit Program Staff conducts regularly scheduled check-ins by videoconference, email, text and phone to share best practices, motivate, and coach the educator Advisor(s) and Peer Leader Team(s) in the pursuit of their campaign goals.

**II. SCHOOL/DISTRICT REQUIREMENTS.** The participating high schools listed in Exhibit B agree to perform the following mandatory activities associated with the College Summit Program during the Term.

- A. Identify the following:
  - i. For each school listed in Exhibit B, at least one (1) educator Advisor from the school to support implementation of the College Summit Program in the school. If purchasing multiple teams, each school can elect to either have one educator Advisor per team or support multiple teams with a single educator Advisor.
  - ii. For each Peer Leader Team enumerated in Exhibit B, identify four (4) 12th graders and four (4) 11th graders from the school who will serve as a Peer Leader Team throughout the 2016-17 Academic Year. If the program is renewed for subsequent academic years, the four (4) 11th graders each year would continue on the Peer Leader Team as 12th graders the next year, and four (4) new 11th graders would be identified to join them.
- B. Once the educator Advisor(s) and (8) Peer Leader Team members have been selected each Academic Year, and prior to the video conference between College Summit Program Staff, the educator Advisor(s) and the Peer Leader Team that will occur by June 15 and before the Summer Workshop each Academic Year, ensure that basic demographics, contact information, health emergency information, and parental consent (where appropriate) for each Advisor and Peer Leader is provided to College Summit Program Staff.
- C. Ensure that the appropriate technology is available for video conference check in calls with College Summit Program Staff.
- D. Prior to the start of the 2016-17 Academic Year, ensure that Principal of each school listed in Exhibit B participates in an on-boarding meeting (in-person or via videoconference) with College Summit Program Staff.
- E. Prior to the start of the 2016-17 Academic Year, collaborate with College Summit Program Staff to set up a schedule for resource and material distribution (to support program implementation), data collection (of postsecondary planning milestone data, such as the number of students completing college applications, FAFSA, and postsecondary plans), regular check-ins, and school visits for the upcoming Academic Year, and make every effort to adhere to the schedule or give College Summit as much notice as possible if rescheduling is necessary.

- F. Prior to Training Workshop for which school has been scheduled, ensure that the educator Advisor(s) identified for each school listed in Exhibit B and all eight (8) members of each Peer Leader Team enumerated in Exhibit B participate in an on-boarding video conference with College Summit Program Staff.
- G. Ensure that the four (4) 12th graders identified for each Peer Leader Team enumerated in Exhibit B and the educator Advisor(s) identified for school listed in Exhibit B attend Summer Workshop for which school has been scheduled.
- H. Schedule and pay for transportation to and from the Summer Workshop for the educator Advisor(s) and 12th graders for each Peer Leader Team participating from each school.
- I. Within the first 30 days of the start of the 2016-17 Academic Year, ensure that the educator Advisor(s) distribute materials to support and promote program implementation activities and goals to all eight (8) members of each Peer Leader Team.
- J. If applicable, ensure that the educator Advisor(s) and all eight (8) members of each Peer Leader Team participate in a team-building workshop with College Summit Program Staff, to be scheduled during the school week, on a date to be jointly determined by the educator Advisor(s) and College Summit Program Staff.
- K. If Exhibit B indicates that the School/District has purchased the Digital Curriculum, ensure it is available for educators to use with all students in the school easily and flexibly without the ongoing support of College Summit. A school's Digital Curriculum access may not be shared with any students or educators outside of their school.
- L. Throughout the 2016-17 Academic Year, ensure that the educator Advisor(s) and all eight (8) members of each Peer Leader Team participate in regularly-scheduled coaching sessions with College Summit Program Staff.
- M. Throughout the 2016-17 Academic Year, gather data for the purpose of tracking progress toward achieving program goals.
- N. Ensure that the principal or administrative lead meets with the educator Advisor(s) and Peer Leader Team(s) regularly during the school year to learn about the progress of the school's program activities.
- O. As a partner, work with College Summit to ensure Agreement compliance during Term.

**III. PAYMENT TERMS.** In consideration for products and services delivered during the Term, immediately following the signing of this Agreement College Summit will invoice School/District for the "Net Price Total for All Peer Leader Teams for Contract Term" listed in Exhibit B, according to the instructions in Exhibit C. Payment is due Net 30 Days from invoice date. To help support program costs, College Summit sometimes receives government funding (e.g., federal Social Innovation Fund grants and i3 grants; state grants; local grants). Some of these funding streams have matching requirements. College Summit may use the fees collected from School/District to fulfill these matching requirements.

**Exhibit B  
 PRICING AND SCHOOLS**

College Summit Contract# WE2016-17-023

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>ONE-YEAR CONTRACT SCHOOL YEAR 2016-17</b>	
Total Number of Peer Leader Teams for Contract Term		3
	<b>Per Peer Leader Team Per Year</b>	<b>Total for All Peer Leader Teams for Contract Term</b>
College Summit Program	\$13,500	\$40,500
Digital Online Curriculum*	\$1,000	\$3,000
<b>Total Standard Price</b>	<b>\$14,500</b>	<b>\$43,500</b>
Standard Volume Discount	(\$1,000)	(\$3,000)
<b>Total Price After Discounts</b>	<b>\$13,500</b>	<b>\$40,500</b>

\* \$1,000 per school

<b>Participating High Schools</b>	<b>Number of Peer Leader Teams*</b>
McClymonds High School	1
Castlemont High School	1
Fremont High School	1

Total High Schools = 3

Grand Total Peer Leader Teams = 3

\* 1 Peer Leader Team Per approximately every 250 Seniors

**Exhibit C  
 INVOICING INSTRUCTIONS**

The following information pertains to invoicing the fees listed in Exhibit B, according to the Payment Terms and Payment Schedule above.

<b>INVOICE INFORMATION</b>			
Bill to Organization's Name			
Invoice Address Line 1			
Invoice Address Line 2			
Invoice Address City			
Invoice Address State			
Invoice Address Zip			
Attention To Person's Name			
Attention To Person's Title			
Attention To Person's Department			
Attention To Person's Phone			
Attention To Person's Email			
Is it Required for College Summit to List a Purchase Order # on the Invoice?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Purchase Order # (if known yet)			
Description on Invoice	2016-17 College Summit Program Implementation		
Invoice Delivery Method	<input type="checkbox"/> U.S. Mail (to address above)	<input type="checkbox"/> Email (to address above)	<input type="checkbox"/> Both