


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date			Agenda Item Number
7/22/14	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FF-3

TITLE: Agreement with College Summit to provide services under the U.S. Department of Education High School Graduation Initiative Grant (USDOE HSGI)	
REQUESTED ACTION: Approve the renewal Agreement between College Summit and The School Board of Broward County, Florida.	
SUMMARY EXPLANATION AND BACKGROUND: The School Board of Broward County, Florida is the recipient of a five-year grant from the U.S. Department of Education (USDOE), entitled High School Graduation Initiative (HSGI). The Mentoring Tomorrow's Leaders (MTL) project is being funded through this grant. The USDOE will provide in excess of \$4.5 million over five years to re-engage students who have dropped out, reduce the dropout rate and improve the graduation rate in two targeted schools – Boyd H. Anderson High School and Plantation High School. The 2014-2015 school year will fall within year five of the five-year grant. A portion of the grant funds is being used to implement College Summit's dropout prevention and post-secondary education enrollment program. The intent of the initiative is to engage students in creating a college-going culture at the target schools, thereby increasing the high school graduation, college enrollment, and college persistence rates. College Summit is a research-based program that employs proven methods, which have been recognized by the USDOE. The contract proposed period is August 1, 2014 – June 30, 2015. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.	
SCHOOL BOARD GOALS: <input checked="" type="checkbox"/> • Goal 1: High Quality Instruction <input type="checkbox"/> • Goal 2: Continuous Improvement <input type="checkbox"/> • Goal 3: Effective Communication	
FINANCIAL IMPACT: The financial impact is \$32,000. The source of the funds is the USDOE High School Graduation Initiative Grant budget. There is no additional financial impact to the District.	
EXHIBITS: (List) Executive Summary Agreement with College Summit Approved ARF 2013-2014	
BOARD ACTION: <div style="text-align: center;">  </div> (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: Michaelle Valbrun-Pope 754-321-1560 Laurel Thompson 754-321-1554
Name	Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Brian G. Kingsley, Acting Chief Academic Officer
Chief Academic Office *BK*

JUL 22 2014

Approved in Open Board Meeting on:

By:

School Board Chair

Executive Summary

The Agreement with College Summit provides material and support services to allow implementation of the U.S. Department of Education High School Graduation Initiative Grant.

This Agreement is aligned with the U.S. Department of Education High School Graduation Initiative Grant awarded to the District in October 2010 in excess of \$4.5 million over five years. The Agreement acknowledges that College Summit is the source of the material and support service(s) available to meet the parameters of the grant. The program provides standards-aligned lessons, transformational activities designed to create a college-going culture at schools with large populations of low-income students. College Summit partners with public schools to shift the focus from high school graduation to college success by training principals, teachers, and the most influential students in the school to put every student on the path to higher education.

The College Summit strategy utilizes a team approach, and includes the implementation of a classroom-based college and career planning curriculum (with full online portal) for all students, professional development for high school educators, training for student influences ("peer leaders") to create a college-going culture with their peers and in their community, as well as customized performance management reports.

The grant supports teacher training, teacher guides, instructional materials, student training, as well as a weekend emersion experience on college campuses for student participants.

During the period in which the two grant schools have been utilizing College Summit, both have experienced substantial increases in their graduation rates. The 2012-2013 Florida Department of Education graduation rate data indicates that Boyd Anderson High School's federal graduation rate was 84.30%, which was 9.04% points above the District rate and 8.72% above the State graduation rate; Plantation High School's federal graduation rate was 84.67%, or 9.41% points above the District rate and 9.09% above the State graduation rate.

The methods for increasing college enrollment among low-income and minority students utilized by College Summit has been recognized by the United States Department of Education and recommended in its "Doing What Works" website for "Helping Students Navigate the Path to College", and their annual report on initiatives to diversify higher education. Therefore, the partnership with College Summit strengthened the grant proposal. College Summit participants enroll in college at a rate 22% higher than students who do not participate. The fall 2013 College Enrollment Rates for Boyd Anderson High and Plantation High were 55% and 62% respectively, which represents a 4% increase for both schools since the inception of the grant. Students who participate in the College Summit program have a 65% college persistence rate, which is on par with persistence rates for U.S. students from all income levels. The College Summit curriculum is currently being implemented in all ten of the Educational Transformation Office (ETO) high schools in Miami-Dade.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of July, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLLEGE SUMMIT, INC.

(hereinafter referred to as "College Summit"),
whose principal place of business is
1763 Columbia Road, NW, 2nd Floor, Washington, D.C. 20009

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

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

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

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2015.

2.02 **College Summit Deliverables.** Contingent upon SBBC’s funding the amounts as set forth in **Exhibit A** (“Student Volume and Pricing”) and implementing its contract requirements, College Summit agrees to deliver the following programs during the Term: College Summit 12th Grade and College Summit Launch hereafter known as the “College Summit Program” comprised of the products and services below.

- A. By August 15, design, organize, and run residential Summer Workshops to be attended by the number of Peer Leaders from participating SBBC identified in **Exhibit A**, to train these students to serve as Peer Leaders during their senior year.
- B. By September 1, design, organize, and run Educators’ Academies, required for staff implementing the College Summit Program.
- C. By October 1, provide the curriculum and related materials specified below toward SBBC’s implementation of the College Summit Program:

One Student Edition of curriculum per participating student;

One Educator Edition of curriculum per participating educator;

Access for all participating students and educators to College Summit’s online college transition management tool, either CSNav or Naviance hereafter known as the “Online Tool”;

Implementation guide for each participating school’s College Summit Coordinator (CSC).

- D. During the spring and by June 1, establish criteria for participating educators to identify and engage participating rising seniors to be trained as Peer Leaders during College Summit summer workshops hereafter known as the “Summer Workshops”.
- E. During the Term, support the implementation of the College Summit Program for the volume of SBBC’s high school students set forth in **Exhibit A** by regularly reviewing with the school the progress of students toward curriculum milestone goals and sharing best practices.
- F. Provide college enrollment analysis to the SBBC for the graduating class of 2014 (and prior graduating classes, if applicable), contingent on SBBC submitting sufficient data on the graduating class(es) to be analyzed.

- G. Operational support to manage and deliver programs to the school.

2.03 **School District Requirements.** SBBC agrees to perform the following mandatory activities associated with the College Summit Program during the Term.

- A. By September 1, provide College Summit with a headcount, by grade, of all students participating in the College Summit Program.
- B. For schools with a prior-year senior class who have not already done so, by December 14, submit student graduation lists (or reports of externally-verified college enrollment) to College Summit for the 3 graduating classes prior to the SBBC's partnership with College Summit for the purpose of determining the success of the College Summit Program.
- C. Ensure all educators selected to implement the College Summit Program for the first time attend an Educator Academy or be allocated sufficient time for make-up training, and allocate sufficient time for College Summit Program professional development for all educators.
- D. Designate a regularly scheduled, credit-bearing school day period or regularly scheduled advisory period in which the College Summit curriculum will be implemented.
- E. Within 14 days of the start of the College Summit class, make a College Summit Student Edition of curriculum available to each student counted in **Exhibit A**.
- F. Within 14 days of the start of the College Summit class, make a College Summit Educator Edition of curriculum available to each participating educator.
- G. Within 15 days of the start of the College Summit class, ensure that each participating student and educator has an account in the Online Tool and ensure all student accounts have a status in the Online Tool that indicates they are participating in the College Summit Program.
- H. By August 1, identify 30 rising seniors at each high school listed in **Exhibit A** to be trained as Peer Leaders, according to College Summit criteria, and ensure their participation in the Summer Workshops.
- I. By August 1, identify Chaperones to support SBBC's participating rising seniors at the Summer Workshops and ensure the participation of Chaperones. The number of Chaperones will be based on the SBBC's required student-to-Chaperone ratio for SBBC's designated school field trips.
- J. By August 1, provide College Summit with the estimated total number of educators that will implement the College Summit Program during the Term.
- K. By August 1, select specific educators, according to College Summit criteria, to implement the College Summit Program during the Term.

- L. By August 1, identify a College Summit Coordinator (CSC) to serve as liaison between College Summit and educators at the school.
- M. Pay for and schedule transportation to and from the Summer Workshops for the number of Peer Leaders from participating SBBC identified in **Exhibit A** and all participating Chaperones.
- N. Ensure the CSC meets with the College Summit representative on a regular basis during Term for College Summit Program setup and to monitor College Summit Program implementation and performance to goals.
- O. Ensure that the principal or administrative lead meets with the College Summit representative on a regular basis during Term to review student progress and monitor implementation and performance to goals.
- P. Ensure College Summit student milestones are recorded in the Online Tool throughout the school year.
- Q. Update the Online Tool throughout the school year to ensure it accurately reflects students participating in the College Summit class.
- R. Require each participating educator to complete College Summit's annual educator survey.
- S. As a partner, work with College Summit to ensure contract compliance during Term.
- T. After completion of the 2014-15 academic year, submit a graduation list for the senior class of 2015. The graduation list should include all students, not just College Summit Program participants.

2.04 **Payment Terms.** In consideration for products and services delivered during the Term, on October 1, 2014 College Summit will invoice SBBC for the Total Fees Due listed in **Exhibit A**. 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 SBBC to fulfill these matching requirements.

2.05 **Joint Responsibilities for Data and Reporting.** College Summit will provide reports of externally-verified college enrollment for SBBC graduates. College enrollment verification is heavily dependent on the availability and accuracy of graduate information provided by the district. To assist SBBC with Family Education Rights and Privacy Act (FERPA) compliance, **Exhibit B** ("Data Sharing Agreement") provides a list of the student information needed for college enrollment verification, guidelines for secure transmission of student information College Summit, and a reference to relevant FERPA regulations.

2.06 **Inspection of College Summit's Records by SBBC.** *College Summit* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *College Summit's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *College Summit* or any of *College Summit's* payees pursuant to this Agreement. *College Summit's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *College Summit's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **College Summit's Records Defined.** For the purposes of this Agreement, the term "*College Summit's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *College Summit's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *College Summit* pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide *College Summit* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to *College Summit's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by *College Summit* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *College Summit's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *College Summit* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *College Summit*. If the audit discloses billings or charges to which *College Summit* is not contractually entitled, *College Summit* shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *College Summit* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *College Summit* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *College Summit* pursuant to this Agreement and such excluded costs shall become the liability of *College Summit*.

(h) Inspector General Audits. *College Summit* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Mr. Robert Runcie
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Laurel Thompson
Director of Student Services Department
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, FL 33311

To College Summit: Jo Smith, COO
College Summit, Inc.
1763 Columbia Road, NW, 2nd Floor
Washington, D.C. 20009

With a Copy to: Vivien Carter, Executive Director
College Summit Miami

61601 Blue Lagoon Drive, Suite 430
Miami, FL 33136

2.08 **Background Screening:** *College Summit* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *College Summit* or its personnel providing any services under the conditions described in the previous sentence. *College Summit* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *College Summit* and its personnel. The parties agree that the failure of *College Summit* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *College Summit* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *College Summit's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *College Summit*: *College Summit* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *College Summit*, its agents, servants or employees; the equipment of *College Summit*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *College Summit* or the negligence of *College Summit's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *College Summit*, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

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FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 

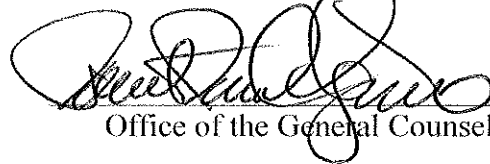
Patricia Goody, Chair

ATTEST



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/30/14
Office of the General Counsel

FOR COLLEGE SUMMIT

(Corporate Seal)

ATTEST:

[Signature]
_____, Secretary

-or-

College Summit, Inc.

By [Signature]

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 17 day of May, 2014 by Vivian Carter of College Summit, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced Florida Drivers License as identification and did/did not first take an oath. Type of Identification

My Commission Expires: Nov 17, 2016



[Signature]
Signature - Notary Public

Ashley Ndao
Printed Name of Notary

N/A
Notary's Commission No.

Exhibit A

STUDENT VOLUME AND PRICING

SCHOOL YEAR: 2014-15

College Summit Contract # FL2014-15-002

School	Grade	Number of Students	Number of Seats	Unit Price	Total Price	Number of Students Before Addition	Number of Additional Students	Unit Price	Total Price	Number of Seats (if applicable)
Boyd H. Anderson High School	9	75		\$ 70.00	\$ 5,250.00	83		\$ 70.00	N/A	
Boyd H. Anderson High School	9	235		\$ 70.00	\$ -	259		\$ 70.00	N/A	
Boyd H. Anderson High School	12	50		\$ 215.00	\$ 10,750.00	55		\$ 215.00	30	
Boyd H. Anderson High School	12	40		\$ 215.00	\$ -	-		\$ 215.00		
Plantation High School	9	75		\$ 70.00	\$ 5,250.00	83		\$ 70.00	N/A	
Plantation High School	9	235		\$ 70.00	\$ -	259		\$ 70.00	N/A	
Plantation High School	12	50		\$ 215.00	\$ 10,750.00	55		\$ 215.00	30	
Plantation High School	12	40		\$ 215.00	\$ -	-		\$ 215.00		
TOTALS										
TOTALS										

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Exhibit B

DATA SHARING

This is an outline of the content, use, and protection of data required by College Summit to verify the college enrollment of School/District graduates as described in the Agreement between the parties.

1. **STUDY PURPOSE.** College Summit seeks to make college enrollment information actionable by sharing it with education partners so that they can make adjustments in resources, curricula, and scheduling in order to improve the college enrollment rates of our partner high schools. College Summit also uses this outcome data to study the efficacy of its own programs so that it can better serve its partners across the country.
2. **STUDY SCOPE.** College Summit, on behalf of School/District, will verify post-secondary college enrollment of School/District graduates via the National Student Clearinghouse or similar college enrollment verification services. College Summit analyzes externally-verified college enrollment, rather than relying on output data (i.e. college applications sent and/or college admissions offers) or on self-reported outcome data. Analysis is dependent on the quality and availability of data and may include:
 - A. College enrollment trends over time or compared to a pre-partnership baseline
 - B. Factors influencing college enrollment (demographics, college planning activity, etc.)
 - C. College persistence (the rate at which students who enroll in college continue from freshmen to sophomore year)
 - D. Types and locations of colleges attended
 - E. Other factors, as available and consistent with the purpose of the study
3. **STUDY DURATION.** College Summit will verify the first-year college enrollment of School/District graduates annually throughout the life of the partnership agreement. College persistence and graduation will be verified for up to six years after high school graduation, even if the partnership is terminated, in order to collect data to improve College Summit programs. At the conclusion of the study, all personally identifiable information will be destroyed.
4. **INFORMATION TO BE DISCLOSED.** In order to verify college enrollment, College Summit requires enough personally identifying information about each graduate to find a unique match against college registrar information. School/District will provide College Summit with graduation information for each class at each participating high school during the partnership. Where available, School/District will also provide up to three graduating classes prior to the first year of the partnership to provide a baseline for comparison. Graduation information will include a list of every graduate, including students who did not participate in College Summit.

The following information is required for each graduate. Without this information, College Summit cannot provide School/District with college enrollment reporting.

- i. First name
- ii. Middle name
- iii. Last name
- iv. Suffix
- v. Date of birth
- vi. Graduation date
- vii. High School

The following information is not required, but may improve College Summit's ability to verify college enrollment.

i. District student identification number

The following information is not required, but allows College Summit to provide additional, disaggregated college enrollment reporting to School/District to inform improvements to instruction, and will be provided only with the written consent of the parent/eligible student.

i. Sex

ii. Free/Reduced Meal Eligibility

iii. Limited English Proficiency

iv. Student Programs

v. Disability

vi. Race/Ethnicity

vii. Graduating GPA

5. **FAMILY EDUCATION RIGHTS AND PRIVACY ACT OF 1974 (FERPA) COMPLIANCE.** The presence of a Social Security number can significantly improve our ability to match a student against college registrar information. FERPA prohibits colleges or universities from disclosing or confirming enrollment information without individual written consent if a student's Social Security number or other non-directory information is used to help identify the student. Section 99.31(a)(6)(i) of the Act provides an exception to the written consent requirement for organizations conducting research studies for, or on behalf of a high school or district in order to improve instruction. By signing this Agreement, School/District grants College Summit authority to use non-directory information in compliance with FERPA, including any student identification numbers made available by School/District, to confirm college enrollment on behalf of the district without individual written consent. All personally identifiable information shall be destroyed when the information is no longer needed for purposes of the study or no later than June 2020, whichever is earlier.
6. **DATA TRANSMISSION AND SECURITY.** College Summit shall meet or exceed applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of student information. College Summit uses its best efforts to follow publicly-disseminated guidance on FERPA as well as industry best practices related to secure transmission, encrypted storage, and limited staff access to confidential data. School/District will provide a technology liaison with the ability to securely transmit student data in a mutually agreed upon electronic format.
7. **USE OF PERSONALLY IDENTIFIABLE INFORMATION.** College Summit will use personally identifiable information only to meet the purposes of this study as described in the partnership agreement. College Summit will not permit the personal identification of parents and students by anyone other than representatives or agents of the organization with legitimate interests.
8. **TRAINING.** Each party agrees to provide training to its officers, employees, agents, representatives, contractors or subcontractors, assigned to perform duties required under this Agreement to ensure they perform such duties in compliance with the applicable laws and the requirements of this Agreement. Each party agrees to require said employees to watch the FERPA training videos available at the U.S. Department of Education, Privacy Technical Assistance Center website.

<http://ptac.ed.gov/>

<http://www2.ed.gov/policy/gen/guid/ptac/index/html>

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 7/23/2013	<div style="display: flex; justify-content: space-between;"> <div> Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	Agenda Item Number FF-3
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TITLE:	Agreement with College Summit to provide services under the US Department of Education High School Graduation Initiative Grant (USDOE HSGI)
REQUESTED ACTION:	Approve the renewal Agreement between College Summit and The School Board of Broward County, Florida.
SUMMARY EXPLANATION AND BACKGROUND:	<p>The School Board of Broward County, Florida is the recipient of a five-year grant from the U.S. Department of Education (USDOE), entitled High School Graduation Initiative (HSGI). The Mentoring Tomorrow's Leaders (MTL) project is being funded through this grant. The USDOE will provide in excess of \$4.5 million over five years to re-engage students who have dropped out, reduce the dropout rate and improve the graduation rate in two targeted schools -- Boyd H. Anderson High and Plantation High School. The 2013-2014 school year will fall within year three of the five-year grant. A portion of the grant funds is being used to implement College Summit's dropout prevention and post-secondary education enrollment program. The intent of the initiative is to engage students in creating a college-going culture at the target schools, thereby increasing the high school graduation, college enrollment, and college persistence rates. College Summit is a researched-based program that employs proven methods, which have been recognized by the USDOE. The contract proposed period is August 1, 2013 - June 30, 2014.</p> <p>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>
SCHOOL BOARD GOALS:	<input checked="" type="checkbox"/> •Goal One: High Quality Instruction <input type="checkbox"/> •Goal Two: Continuous Improvement <input type="checkbox"/> •Goal Three: Effective Communication
FINANCIAL IMPACT:	The financial impact is \$31,100. The source of the funds is the USDOE High School Graduation Initiative Grant Budget. There is no additional financial impact to the District.
EXHIBITS: (List)	Executive Summary Agreement Approved ARF 2012-2013
BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: <div style="display: flex; justify-content: space-between;"> <div> Michaelle Valburn-Pope Laurel Thompson </div> <div> 754-321-2090 754-321-2490 </div> </div>
(For Official School Board Records' Office Only)	<div style="display: flex; justify-content: space-between;"> Name Phone </div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Chief Academic Officer *[Signature]*
Office of Academics

Approved in Open Board Meeting on:

By:

JUL 23 2013

[Signature: Laurie R. Levinson]

School Board Chair