



April 22, 2015

Chief Financial Officer / Chief Administrative Officer, Division of Equity & Inclusion – Christopher D. Mount

RE: Delegation of Authority 1058 - Execution of Agreements

In accordance with authority delegated to Chancellors by President Gardner on December 30, 1991, and redelegated on August 28, 2014, to me as the Associate Vice Chancellor – Finance and Chief Financial Officer, subject to the requirements set forth below I am redelegating to you, in your role as Chief Financial Officer / Chief Administrative Officer for the Division of Equity & Inclusion, the authority to execute certain service agreements that are required with outside organizations, agencies and individuals to implement approved Division of Equity & Inclusion programs and activities. The service agreements you are authorized to execute are those related to the business operations of Division of Equity & Inclusion, limited to those identified in Attachment A, as may be amended from time-to-time by written authorization of a representative of the Office of Business Contracts and Brand Protection (“BCBP”), after consultation with the Office of Legal Affairs.

One of the limits on redelegations under Delegation of Authority 1058 is that you may not execute agreements that (1) contain provisions falling within the restrictions and limitations set forth in Standing Order 100.4(dd)(1) and 100.4(dd)(9); (2) require approval of The Regents because of specific Regental policy; or (3) require approval by the President pursuant to specific memoranda issued from time to time. (Notwithstanding Standing Order 100.4(dd)(9), State of California Standard Agreements (Form STD2) that include an indemnity clause under which the University assumes liability for the conduct of persons other than University personnel, may be executed.) While the service agreements you are authorized to execute will have been approved by the Office of Legal Affairs and the Office of Risk Services and should be in compliance with the above limits, please be vigilant for circumstances that may cause an agreement to fall outside of the limits.

In addition, please note the following special limits on your redelegation:

(1) Executed agreements must not deviate from the approved forms attached to Attachment A except for necessary program or event-specific information such as the name, address and contact information of the contracting party; amounts due; workshop or project descriptions; dates; etc. Scopes of work must not include substantive contractual terms and conditions. Agreements that deviate from their forms in all other ways should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of The Regents.

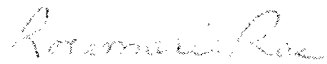
(2) In accordance with standard BCBP protocol, agreements must be executed by the other party first. If necessary, exceptions may be made for agreements with schools or school districts, and for agreements between the University and local, state or U.S. government agencies. Any agreements

eligible for the exception will be identified in Attachment A. When an agreement is executed by the Regents first, every reasonable effort must be made to obtain a fully executed agreement from the other party. If special circumstances require a non-eligible agreement to be signed by the Regents first, the agreement should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of The Regents.

(3) The Division of Equity & Inclusion must create a complete record for each executed agreement in the contract management system of the Office of Business Contracts and Brand Protection (or its successor), including a copy of the fully executed agreement.

All agreements under this redelegation must be executed in accordance with applicable University policies and procedures governing the particular transaction, including, but not limited to, the University's Business and Finance Bulletins, its relevant policies and guidelines issued by the appropriate functional areas within the UC Berkeley campus and Office of the President. In accordance with University policy, all agreements attached to Attachment A have been approved by the Office of Legal Affairs for the Berkeley campus or the Office of the General Counsel. Other conditions as stated in President Gardner's December 30, 1991 letter apply, but are not reiterated in this letter. This authority may not be further redelegated.

Please contact the Berkeley Campus Delegations Coordinator Janice Hing (phone: 510-643-9318), or by email: jhing@berkeley.edu, with any concerns or questions you may have regarding this delegation of authority.


Rosemarie Rae, AVC – CFO

Attachments: Gardner letter of December 20, 1991
Rae redelegation letter of August 28, 2014

cc: John Wilton, Vice Chancellor, Administration and Finance
Chris Patti, Chief Campus Counsel
Andrei Trifonov, University Policy Coordinator
Julie Conner, Associate Campus Counsel
Maria Rubinshteyn, Director, Office of Business Contracts and Brand Protection
Barbara VanCleave Smith, Deputy Chief Ethics, Risk and Compliance Officer
Janice Hing, Delegations Coordinator

Attachment A

Agreements

1. Cooperative Agreement – Puente CC (Ver. 4/16/15), in the form attached hereto. Eligible for execution first by The Regents if necessary, in accordance with special limit (2) of the Delegation of Authority and subject to all other conditions set forth in the Delegation of Authority.
2. Cooperative Agreement – Puente HS (Ver. 4/16/15), in the form attached hereto. Eligible for execution first by The Regents if necessary, in accordance with special limit (2) of the Delegation of Authority and subject to all other conditions set forth in the Delegation of Authority.

COOPERATIVE AGREEMENT NO.: () -PUENTE-CC- ()

between

The Regents of the University of California
on behalf of the PUENTE PROJECT

and

(DISTRICT NAME)

on behalf of

(COLLEGE NAME)

(FISCAL YEARS)

THIS AGREEMENT, dated (NAME DATE AS A DATE IN SECTION I BELOW) is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and the (DISTRICT) on behalf of (RECIPIENT) (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California, Center for Educational Partnerships administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into an agreement which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIODS OF PERFORMANCE

This Agreement shall be in effect from (DATES)

II. STATEMENT OF WORK

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at (COLLEGE NAME)

The current Puente *Community College Program Implementation Guidelines* (the "Guidelines") is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model as specified in the Guidelines shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Attachment B. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$ (AMOUNT) for each fiscal year within the period stated above.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, shall be remitted to the Puente Statewide Office by September 30 for each fiscal year.

- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	(XXX)
Official Grade Sheet	End of term

SPRING TERM:

<u>Item</u>	<u>Due Date</u>
New Student Online Registration	(XXX)
Continuing Student Spring Survey	(XXX)
Official Grade Sheet	End of term

VI. INFORMATION

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of The Regents, Puente or the Puente State Office, except as expressly provided for by Section V or any other provision of this Agreement.

VII. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

VIII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to

future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510) 664-9190.

IX. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

X. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

C. Workers' Compensation as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

E. The coverages required under this Article shall not in any way limit the liability of the Recipient.

F. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required.

XI. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in

employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-740.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XII. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XIII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIV. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents/Puente Contacts

Program Matters

Julia Vergara Director, Puente Comm College Programs (510) 664-9918 julia.vergara@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Puente Project (510) 664-9953 synta@berkeley.edu

Recipient Contacts (Please fill out contact information below - for informational purposes.)

Program Matters

Name: _____ Title: _____ Email: _____

Fiscal and Contractual Matters

Name: _____ Title: _____ Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for the Recipient

Authorized Representative for The Regents

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

COOPERATIVE AGREEMENT NO. () () -Puente-HS- (/ /)

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of the PUENTE PROJECT

and

(DISTRICT NAME)

(FISCAL YEARS)

THIS AGREEMENT, dated (SAME DATE AS () DATE OF SECTION 1(B)(1)(ii)) is entered into between and The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and (RECIPIENT) (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California at Berkeley, Center for Educational Partnerships administer Puente, which has established guidelines for Puente high school programs; and

WHEREAS, Puente possesses the capability to provide staff support and training for Recipient personnel who are implementing these programs at their own high school(s);

WHEREAS, the mission of the Puente Project is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, Recipient has been selected as a Puente High School site;

NOW, THEREFORE, in carrying out their respective responsibilities, the parties agree to comply with the following terms, including Attachments A and B, attached and incorporated herein:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from (DATES)

II. STATEMENT OF WORK

A. Recipient and Puente shall work together to provide a program for educationally disadvantaged students at the following school(s):

1. _____ High School
2. _____ High School
3. _____ High School
4. _____ High School

During the ninth and tenth grades, students will participate in a class that will satisfy the Recipient requirements for college preparatory English, taught by a teacher specially trained by Puente. The students will be supported from grades 9-12 by a Puente Counselor, who is trained by Puente and employed by the Recipient, and assigned half time to the Puente program. Puente, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership and community activities.

B. The current *Puente High School Program Implementation Guidelines* (hereinafter called Puente Guidelines) is incorporated into this Agreement by reference as though set forth in full, and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Puente Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Puente Guidelines, this Agreement takes precedence.

C. The Recipient agrees to make no changes in the Puente model as specified in the Puente Guidelines without written agreement by the Puente Executive Director.

D. Additional programmatic responsibilities for each party are included in Attachments A and B.

Recipient will compile the following categories of data and submit the information to the Puente Statewide Office.

- (a) Final transcripts of June 20XX, June 20XX and June 20XX graduates
- (b) Tracking form with results for Puente students, consisting of CSIS (California Student Identification System), CAHSEE (California High School Exit Exam), PSAT/SAT testing, and EAP (California State University Early Assessment Program); 9th grade and 10th grade (only if student is joining program); Puente student enrollment forms, accompanied by parent consent forms. Without parent consent, Puente staff cannot collect student data or provide directory information (name, address) to college recruiters, scholarship programs, or financial aid.
- (c) 9th, 10th, 11th grade enrollment rosters; 9th and 10th grade student surveys; student category information; individual senior information updates; 12th grade roster-graduation verification forms (likelihood of graduation); college acceptance data; 12th grade counselor report.

V. INFORMATION HANDLING

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the Regents, Puente or the Puente Statewide Office except as expressly provided for by Section IV or any other provision of this Agreement.

VI. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente Statewide Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports that describe Recipient activities.

VII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee. Any publication produced by the Recipient, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente Statewide Office.

VIII. INDEMNIFICATION

Recipient shall defend, indemnify and hold Puente, The Regents, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees or agents.

The Regents shall defend, indemnify and hold Recipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees or agents.

IX. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

C. Workers' Compensation as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

E. The coverages required under this Article shall not in any way limit the liability of the Recipient.

F. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. **Upon the execution of this Agreement, Recipient shall furnish to the Puente Statewide Office contact listed in Article XIII Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies for each fiscal year covered under this Agreement.**

X. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to

pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XI. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

Upon Recipient or Puente's decision to terminate program, Recipient will notify Puente parents and students and set in place a transitional plan.

- A. The transitional plan must, at a minimum, designate a counselor who will continue to work with Puente students until their graduation or exit from the school, in order to monitor their individual academic planning towards college enrollment. This will include ensuring that the students are familiar with college requirements and A-G courses, take the requisite tests, and are provided with assistance on the required personal statement and on completing college applications.
- B. The transitional plan must also identify a teacher or counselor who will provide data on the Puente students to the Puente Statewide Office until the students exit the school.
- C. Puente will work with Recipient to establish further transitional plan guidelines specific to the Recipient students and parents.

XII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIII. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents'/Puente Contacts

Program Matters

Jane Allsopp Director, Puente High School Programs (510) 501-6971 jane.allsopp@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Puente Project (510) 664-9953 synta@berkeley.edu

Recipient Contacts

Program Matters

Name: _____ Title: _____ Email: _____

Fiscal and Contractual Matters

Name: _____ Title: _____ Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for The Regents

Authorized Representative for the Recipient

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Puente Class

The Puente college preparatory ninth and tenth grade English classes shall be scheduled during the morning. Puente is considered an honors class at some sites.

B. Staffing**Staff Selection and Coordination**

Recipient will provide the following staff for each high school program annually. A program is defined as up to four cohorts of one class of no fewer than 27 students or two classes of 20:1 students each.

1. Certified English Teacher

Teacher's schedule should enable full team participation over a 2-year period (9th and 10th grade English classes).

2. Counselor

Counselor should be a full time (___%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least (___%) time to the Puente Project. This assignment means, for example, if Recipient considers 400 students a full counseling load, then (###) students or (___%) are assigned to the Puente counselor from general counseling and the ___% balance is assigned to the counselor for Puente students, the parent component, and co-coordination of the program. The (___%) non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, etc.

In recognition of current fiscal constraints, the parties recognize that the counselor time to be dedicated to the Puente Project indicated above is a deviation from the standard required percentage (as described in the *Puente High School Program Implementation Guidelines*). In good faith, the Recipient shall restore the counseling assignment to its original design as soon as it is able to do so. Also, in order to mitigate the effects of a reduced Puente-dedicated counselor, Recipient should preferably assign a counseling intern to each high school program and partner with Puente in ensuring that the counseling intern attends staff development trainings provided by Puente.

3. Clerical assistance of at least 10 hours a week for the Puente Project**4. Consultations and Prior Approvals**

- Teaching and counseling staff shall be selected in consultation with Puente. High School Site Administrator will contact the designated Puente coordinator who will inform the appropriate Puente staff. This required consultation process may include an on-site interview and/or classroom observation by Puente staff. Recipient maintains final selection discretion.
- Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with the Puente Executive Director or his designee. Personnel changes made without prior consultation may result in the high school paying for the cost of training the replacement staff. This cost is \$2,500 per person.

C. Office and Administrative Support

- Recipient is responsible for providing office space in the counseling department area for the counselor, including a personal computer with access to the school scheduling and student record system, for scheduling and counseling students. Office and equipment shall be provided by the first day of instruction of 20XX, 20XX and 20XX.
- Recipient agrees to provide office space and a personal computer for the clerical assistance to the program. Office and equipment shall be provided by first day of instruction of 20XX, 20XX and 20XX.
- Recipient is responsible for providing access to long distance and fax services for counselor, teacher and clerical.

D. Training and Field Trip Days

Recipient agrees to release counselors and teachers, and to cover substitute teacher costs out of Recipient funds, to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. Recipient agrees to reimburse counselors and teachers for the use of their privately owned vehicle for travel to Puente training events. Recipient will provide up to nine (9) substitute days per Puente teacher to participate in these activities.

RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development trainings and support at no cost to Recipient:

1. Puente Summer Institute (PSI): initial mandatory, weeklong training for new teachers and counselors selected to participate in the Puente program. Training program will include instruction on improving student writing, effective counseling strategies, incorporating concepts of community and leadership into the curriculum, working as a team to establish and implement the program, and program accountability.
2. Ongoing training for teachers and counselors participating in the Puente program. Training will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente coordinators and state office training staff through telephone and email consultations and site visits.
4. Teacher and counselor resource materials and community leadership/mentoring materials.

B. Community Leadership/ Mentoring Program

1. Puente Community Leadership/Mentoring Coordinators, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.
2. Puente shall provide materials for promoting the Puente program to the local community.

C. Assessment

1. Puente will provide ongoing assessment of Recipient's program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.

COOPERATIVE AGREEMENT NO. (##) -Puente-HS- (###)
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of the PUENTE PROJECT
and
(DISTRICT NAME)
(FISCAL YEARS)

THIS AGREEMENT, dated (SAME DATE AS 1ST DATE IN SECTION I BELOW) is entered into between and The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and (RECIPIENT) (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California at Berkeley, Center for Educational Partnerships administer Puente, which has established guidelines for Puente high school programs; and

WHEREAS, Puente possesses the capability to provide staff support and training for Recipient personnel who are implementing these programs at their own high school(s);

WHEREAS, the mission of the Puente Project is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, Recipient has been selected as a Puente High School site;

NOW, THEREFORE, in carrying out their respective responsibilities, the parties agree to comply with the following terms, including Attachments A and B, attached and incorporated herein:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from (DATES)

II. STATEMENT OF WORK

A. Recipient and Puente shall work together to provide a program for educationally disadvantaged students at the following school(s):

1. _____ High School
2. _____ High School
3. _____ High School
4. _____ High School

During the ninth and tenth grades, students will participate in a class that will satisfy the Recipient requirements for college preparatory English, taught by a teacher specially trained by Puente. The students will be supported from grades 9-12 by a Puente Counselor, who is trained by Puente and employed by the Recipient, and assigned half time to the Puente program. Puente, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership and community activities.

B. The current *Puente High School Program Implementation Guidelines* (hereinafter called Puente Guidelines) is incorporated into this Agreement by reference as though set forth in full, and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Puente Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Puente Guidelines, this Agreement takes precedence.

C. The Recipient agrees to make no changes in the Puente model as specified in the Puente Guidelines without written agreement by the Puente Executive Director.

D. Additional programmatic responsibilities for each party are included in Attachments A and B.

III. BUDGET EXPENDITURES AND FINANCIAL REPORTS**A. Budget Expenditures**

The Regents will provide \$4,600 per site in your district for the 20XX-20XX fiscal year totaling \$ _____ (site(s) x \$4,600 per program); \$4,600 per site in your district for the 20XX – 20XX fiscal year totaling \$ _____ (site(s) x \$4,600 per program); and, \$4,600 per site in your district for the 20XX – 20XX fiscal year totaling \$ _____ (site(s) x \$4,600 per program). Funds may be used for functions associated with implementing the Puente program at the site as detailed below, subject to Puente Guidelines. High School site teams and site administrators must collaborate with the designated Puente Coordinator to request changes to this budget.

(a) Books	\$ 800
(b) Field Trips	\$2,400
(c) Orientations, workshops, receptions for parents, mentors, and/or students (includes food, awards, promotional materials, translators, entertainment & decorations)	\$1,000
(d) Office supplies & instructional materials	<u>\$ 400</u>
TOTAL	\$4,600

Approved/allowed Puente program expenses include the following: student recruitment activities, field trips and mentor activities. Recipient is to prioritize resources for the Puente field trips, orientations, workshops and receptions for parents, community leadership/mentoring, and/or students.

Expenses which are **not allowed** include: substitute teacher costs, indirect costs (i.e. overhead), office furniture (e.g., file cabinets, desks, tables, and chairs), office renovations or constructions, equipment (e.g., computers and printers) and travel reimbursements for teachers or counselors.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

B. Financial Reporting Requirements:

- (a) Recipient will monitor budget implementation on a regular basis and communicate results of this monitoring to site teams, and site administration. Additional financial reports may be periodically requested by Puente.
- (b) Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- (c) This Agreement shall be subject to the examination and audit by The Regents for a period of three years after expiration or termination. The examination and audit shall be confined to those matters connected with the performance of this Agreement.
- (d) Should there be an unexpended balance of Agreement funds, the Puente Executive Director may approve a no cost time extension request. Absent this approval, any un-obligated or unexpended funds left under this Agreement must be returned to the University of California. The check, made out to the Regents of the University of California, shall be remitted by September 4, 20XX (for 20XX-20XX fiscal year), September 2, 20XX (for 20XX-20XX fiscal year) and September 1, 20XX (for the 20XX-20XX fiscal year) to the Puente Statewide Office.

IV. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide access to student and school data necessary to evaluate the program. Such data include but are not limited to: statistics regarding the school's ethnic breakdown, retention/graduation rates, college acceptance rates, and percentage of English language learners. Data should be compiled and submitted to the Puente Statewide Office.

Reports are to include data on students in the program and comparison groups, including but not limited to: GPAs, progress through school, credits attempted/earned, "a-g" courses completed, transcripts, and scores on standardized and College Board tests. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to evaluate the Puente program. In no case will data be collected which identifies individual students without a release form signed by the student and student's parent or guardian.

Recipient will compile the following categories of data and submit the information to the Puente Statewide Office.

- (a) Final transcripts of June 20XX, June 20XX and June 20XX graduates
- (b) Tracking form with results for Puente students, consisting of CSIS (California Student Identification System), CAHSEE (California High School Exit Exam), PSAT/SAT testing, and EAP (California State University Early Assessment Program); 9th grade and 10th grade (only if student is joining program); Puente student enrollment forms, **accompanied by parent consent forms**. Without parent consent, Puente staff cannot collect student data or provide directory information (name, address) to college recruiters, scholarship programs, or financial aid.
- (c) 9th, 10th, 11th grade enrollment rosters; 9th and 10th grade student surveys; student category information; individual senior information updates; 12th grade roster-graduation verification forms (likelihood of graduation); college acceptance data; 12th grade counselor report.

V. INFORMATION HANDLING

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the Regents, Puente or the Puente Statewide Office except as expressly provided for by Section IV or any other provision of this Agreement.

VI. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente Statewide Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports that describe Recipient activities.

VII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee. Any publication produced by the Recipient, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente Statewide Office.

VIII. INDEMNIFICATION

Recipient shall defend, indemnify and hold Puente, The Regents, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees or agents.

The Regents shall defend, indemnify and hold Recipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees or agents.

IX. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- E. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- F. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. **Upon the execution of this Agreement, Recipient shall furnish to the Puente Statewide Office contact listed in Article XIII Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies for each fiscal year covered under this Agreement.**

X. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to

pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XI. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

Upon Recipient or Puente’s decision to terminate program, Recipient will notify Puente parents and students and set in place a transitional plan.

- A. The transitional plan must, at a minimum, designate a counselor who will continue to work with Puente students until their graduation or exit from the school, in order to monitor their individual academic planning towards college enrollment. This will include ensuring that the students are familiar with college requirements and A-G courses, take the requisite tests, and are provided with assistance on the required personal statement and on completing college applications.
- B. The transitional plan must also identify a teacher or counselor who will provide data on the Puente students to the Puente Statewide Office until the students exit the school.
- C. Puente will work with Recipient to establish further transitional plan guidelines specific to the Recipient students and parents.

XII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIII. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents’/Puente Contacts

Program Matters

Jane Allsopp	Director, Puente High School Programs	(510) 501-6971	jane.allsopp@berkeley.edu
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Fiscal and Contractual Matters

Synta Bogan	Financial Analyst, Puente Project	(510) 664-9953	synta@berkeley.edu
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Recipient Contacts

Program Matters

Name: _____	Title: _____	Email: _____
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Fiscal and Contractual Matters

Name: _____	Title: _____	Email: _____
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for The Regents

Authorized Representative for the Recipient

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Puente Class

The Puente college preparatory ninth and tenth grade English classes shall be scheduled **during the morning**. Puente is considered an honors class at some sites.

B. Staffing**Staff Selection and Coordination**

Recipient will provide the following staff for each high school program annually. A program is defined as up to four cohorts of one class of no fewer than 27 students or two classes of 20:1 students each.

1. Certified English Teacher

Teacher's schedule should enable full team participation over a 2-year period (9th and 10th grade English classes).

2. Counselor

Counselor should be a full time (___%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least (___%) time to the Puente Project. This assignment means, for example, if Recipient considers 400 students a full counseling load, then (###) students or (___%) are assigned to the Puente counselor from general counseling and the ___% balance is assigned to the counselor for Puente students, the parent component, and co-coordination of the program. The (___%) non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, etc.

In recognition of current fiscal constraints, the parties recognize that the counselor time to be dedicated to the Puente Project indicated above is a deviation from the standard required percentage (as described in the *Puente High School Program Implementation Guidelines*). In good faith, the Recipient shall restore the counseling assignment to its original design as soon as it is able to do so. Also, in order to mitigate the effects of a reduced Puente-dedicated counselor, Recipient should preferably assign a counseling intern to each high school program and partner with Puente in ensuring that the counseling intern attends staff development trainings provided by Puente.

3. Clerical assistance of at least 10 hours a week for the Puente Project**4. Consultations and Prior Approvals**

- a. Teaching and counseling staff shall be selected in consultation with Puente. High School Site Administrator will contact the designated Puente coordinator who will inform the appropriate Puente staff. This required consultation process may include an on-site interview and/or classroom observation by Puente staff. Recipient maintains final selection discretion.
- b. Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with the Puente Executive Director or his designee. Personnel changes made without prior consultation may result in the high school paying for the cost of training the replacement staff. This cost is \$2,500 per person.

C. Office and Administrative Support

1. Recipient is responsible for providing office space in the counseling department area for the counselor, including a personal computer with access to the school scheduling and student record system, for scheduling and counseling students. Office and equipment shall be provided by the first day of instruction of 20XX, 20XX and 20XX.
2. Recipient agrees to provide office space and a personal computer for the clerical assistance to the program. Office and equipment shall be provided by first day of instruction of 20XX, 20XX and 20XX.
3. Recipient is responsible for providing access to long distance and fax services for counselor, teacher and clerical.

D. Training and Field Trip Days

Recipient agrees to release counselors and teachers, and to cover substitute teacher costs out of Recipient funds, to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. Recipient agrees to reimburse counselors and teachers for the use of their privately owned vehicle for travel to Puente training events. Recipient will provide up to nine (9) substitute days per Puente teacher to participate in these activities.

Attachment B**RESPONSIBILITIES OF PUENTE**

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development trainings and support at no cost to Recipient:

1. Puente Summer Institute (PSI): initial mandatory, weeklong training for new teachers and counselors selected to participate in the Puente program. Training program will include instruction on improving student writing, effective counseling strategies, incorporating concepts of community and leadership into the curriculum, working as a team to establish and implement the program, and program accountability.
2. Ongoing training for teachers and counselors participating in the Puente program. Training will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente coordinators and state office training staff through telephone and email consultations and site visits.
4. Teacher and counselor resource materials and community leadership/mentoring materials.

B. Community Leadership/ Mentoring Program

1. Puente Community Leadership/Mentoring Coordinators, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.
2. Puente shall provide materials for promoting the Puente program to the local community.

C. Assessment

1. Puente will provide ongoing assessment of Recipient's program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.

COOPERATIVE AGREEMENT NO.: (##) -PUENTE-CC- (###)

between

The Regents of the University of California
on behalf of the PUENTE PROJECT

and

(DISTRICT NAME)

on behalf of

(COLLEGE NAME)

(FISCAL YEARS)

THIS AGREEMENT, dated (SAME DATE AS 1st DATE IN SECTION I BELOW) is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and the (DISTRICT) on behalf of (RECIPIENT) (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California, Center for Educational Partnerships administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into an agreement which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIODS OF PERFORMANCE

This Agreement shall be in effect from (DATES)

II. STATEMENT OF WORK

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at (COLLEGE NAME)

The current Puente *Community College Program Implementation Guidelines* (the "Guidelines") is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model as specified in the Guidelines shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Attachment B. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide **mentor support funds of \$**(AMOUNT) for each fiscal year within the period stated above.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, shall be remitted to the Puente Statewide Office by September 30 for each fiscal year.

- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	(XXX)
Official Grade Sheet	End of term

SPRING TERM:

<u>Item</u>	<u>Due Date</u>
New Student Online Registration	(XXX)
Continuing Student Spring Survey	(XXX)
Official Grade Sheet	End of term

VI. INFORMATION

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of The Regents, Puente or the Puente State Office, except as expressly provided for by Section V or any other provision of this Agreement.

VII. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

VIII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to

future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community.”

“The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community.”

If a more in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510) 664-9190.

IX. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

X. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- E. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- F. The coverages referred to under (1) and (2) of this Article shall name “The Regents of the University of California” as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required.

XI. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended, the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in

employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XII. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XIII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIV. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents'/Puente Contacts

Program Matters

Julia Vergara Director, Puente Comm College Programs (510) 664-9918 julia.vergara@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Puente Project (510) 664-9953 synta@berkeley.edu

Recipient Contacts (Please fill out contact information below - for informational purposes.)

Program Matters

Name: _____ Title: _____ Email: _____

Fiscal and Contractual Matters

Name: _____ Title: _____ Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for the Recipient

Authorized Representative for The Regents

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Training and Field Trip Days

1. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 20XX, 20XX and 20XX and English 1A (or its equivalent) in the spring 20XX, 20XX and 20XX for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente *Community College Program Implementation Guidelines*.
2. Recipient shall provide services including teaching, counseling, and mentoring components to first-year Puente students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 20XX, 20XX and 20XX.
4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) course taught by the Puente counselor.

B. Staffing

Recipient shall select and hire the following staff:

1. A full-time **Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination.
2. A full-time **Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3000 per person.

Recipient shall consult with the Puente Community College Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

C. Office and Administrative Support

Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources, Title V funds or through shared resources such as the transfer center, annual program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, food, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 20XX, 20XX and 20XX.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 20XX, 20XX and 20XX.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15 for each fiscal year.

D. Reporting Requirements

Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

Attachment B**RESPONSIBILITIES OF PUENTE**

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.