

COOPERATIVE AGREEMENT NO. 21-PUENTE-HS-20
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
THE PUENTE PROJECT
and
ALVORD UNIFIED SCHOOL DISTRICT
on behalf of

ARIZONA MIDDLE SCHOOL, LA SIERRA HIGH SCHOOL,
LOMA VISTA MIDDLE SCHOOL & WELLS MIDDLE SCHOOL

Fiscal Year 2021-22

This Agreement ("**Agreement**"), effective as of **July 1, 2021 ("Effective Date")**, is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Center for Educational Partnerships' ("**CEP**") Puente Project ("**Puente**") and **Alvord Unified School District ("District")** on behalf of **Arizona Middle School, La Sierra High School, Loma Vista Middle School and Wells Middle School ("Partner Site(s)")**. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University operates the Puente Project to support the mission of increasing the enrollment of educationally disadvantaged students into two- and four-year colleges and universities, by providing college preparation training and support to the faculty who serve them ("**Program**");

WHEREAS, District is interested in supporting underserved populations by implementing the Program at Partner Sites and contributing to the professional development of their faculty and staff;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. TERM.

This Agreement shall commence on the Effective Date and terminates on **June 30, 2022 ("Term")**, **unless earlier terminated in accordance with the terms of this Agreement.** University is under no obligation to extend this Agreement.

2. STATEMENT OF WORK.

- A. University and District shall each fulfill its responsibilities as described in Exhibits A, B, and C, respectively, attached hereto.

3. FEES.

District shall pay to University the Faculty and Staff Professional Development Costs, as detailed in Exhibit C.1.

4. TERMINATION.

- A. Either Party may terminate this Agreement in whole or in part without cause upon thirty (30) days advance written notice to the other Party.
- B. In the event of a material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.
- C. Upon either Party's decision to terminate Program, Parties will collaborate to set in place a transitional plan, as well as notify its parents and students of its intent.
 - i. 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.
 - ii. 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.
 - iii. Puente will work with Partner Site to establish further transitional plan guidelines specific to the Partner Site students and parents.
- D. In the event of termination, University shall be paid for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the District terminates this Agreement, District shall pay University for all non-cancellable obligations as of the date of delivery of the notice of termination.
- E. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 7 (**Disclaimer of Liability**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), 12 (**Copyright**), and 13 (**Use of Puente Name**).

5. INFORMATION HANDLING AND PUBLICATION.

- A. Partner Site 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. Partner Site shall not collect any information (whether by interview,

questionnaire from students, parents or the public) in the name of the University, Puente or the Puente Statewide Office except as expressly provided for in the Programmatic Reporting Requirements, detailed in Exhibit A, Programmatic Reporting Requirements, or any other provision of this Agreement.

- B. Partner Site 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 University, and a statement that findings, conclusions, and recommendations are those of the author or Partner Site personnel only and do not necessarily represent the view of the University and the Puente Statewide Office. Two copies of all such publications must be electronically furnished to the Puente Co-Executive Directors following publication. Such publications may include sections of larger reports that describe Partner Site activities.

6. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Partner Site 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.

7. DISCLAIMER OF WARRANTY.

THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8. LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9. INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall not settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10. INSURANCE.

A. District shall keep in full force and effect during the term of this Agreement, at District's sole expense, insurance ("Insurance") as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$3,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.
- iv. Such other insurance in such amounts which from time to time may be reasonably

required by the mutual consent of the University and District against other insurable risks relating to performance of this Agreement.

- iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of Partner Site or Partner Site's officers, employees and agents.
- v. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
- vi. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.
- vii. The Insurance coverages required shall not in any way limit the liability of the Partner Site.

11. UNIVERSITY TRADEMARKS.

Partner Site shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the Organization, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the Partner agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. Partner Site shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the Partner Site hereby expressly waives any right which it may have in University Marks. The Partner Site recognizes the University's exclusive ownership of University Marks.

12. COPYRIGHT.

To the extent any of the Program materials delivered pursuant to the terms of this Agreement

incorporate any of the University's preexisting copyrighted materials, the University hereby grants to Partner Site the right to use such materials but only as incorporated in the Puente Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to the Partner Site a royalty-free, nonexclusive license to use all materials delivered to Partner Site under this Agreement solely as necessary to perform this Agreement. The Partner Site may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by Partner Site, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13. 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 Co-Executive Directors. The Partner Site must advise the Co-Executive Directors or their 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 Co Executive Directors or their designee. Any publication produced by the Partner Site, 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 Partner Site will contact the Puente Statewide Office.

14. RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed

to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

16. COMPLIANCE WITH LAW.

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

17. FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts).

18. WAIVER.

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

19. ASSIGNMENT.

Partner may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

20. SEVERABILITY.

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

21. INTEGRATION.

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. AMENDMENT.

This Agreement may be amended or modified only by mutual written agreement of the parties.

24. ATTORNEY FEES.

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

25. REPRESENTATIONS.

University and Partner each represents that it has full authority to enter into and perform its obligations under this Agreement.

26. NOTICES.

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

University Representative:

Josefina Canchola: Interim Secondary Program Director, Puente Project, (714) 357-7728, josefina.canchola@berkeley.edu

District/Partner Site Representative:

Georgina Ramirez: Director II, Equity and Access, Alvord Unified School District, (951) 509-5065, georgina.ramirez@alvordschools.org

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**ALVORD UNIFIED SCHOOL
DISTRICT**

Signature

Name: _____

Title:

Date: _____

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Signature

Name: _____

Eryn Hong

Title:

Manager, Brand Protection and Business Projects

Date: 6/9/2021

EXHIBIT A

I. RESPONSIBILITIES OF PUENTE

A. Staff Professional Development

Puente will provide staff professional development, coaching, materials and implementation support for Puente teacher and counselor, hereinafter referred as “*teams*” to the District and Partner Site Program at a cost to the District.

Partner Site teams will be specially trained by Puente staff. The professional development referenced below are mandated by Puente for all staff implementing Program curriculum at the Partner Site(s).

1. ***Puente Institute (Summer & Fall):*** Foundational training for new teams selected to participate in the Puente program. The professional development 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, program accountability and using social justice frameworks to foster inclusion.
2. ***Fall and Spring Regional Trainings:*** Ongoing professional development for teams participating in the Puente program. The professional development will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente statewide staff through consultations and site visits.
4. Puente shall provide teams with resources and materials for promoting the Puente program to the local community.
5. In collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.

B. Assessment

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

C. Conditions Affecting Performance Clause

Each Party recognizes, understands and acknowledges that the Parties' performance of the terms of this Agreement may be affected by the COVID-19 pandemic and its international, national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the “COVID-19 Considerations”), and that cancellation or postponement may be required. Neither party will have liability to the other for delays or inability to perform their obligations (other than payment obligations) to the extent caused by the COVID- 19 pandemic or compliance with the COVID-19 Considerations. The Parties agree that they may need to address such restrictions, limitations, implications and eventualities, and may settle on alternative methods of performance, subject to mutual agreement as to the terms thereof.

EXHIBIT B

I. RESPONSIBILITIES OF THE PARTNER SITES

A. Implementation Planning Year for New Partner Sites

1. District shall work closely with Puente Statewide staff to identify prospective Puente Counselor and Teacher(s) for Partner Site(s).
2. District shall assign Puente Faculty by the beginning of the Fall 2021 term.
3. District shall make public Program announcements through marketing campaign (create flyers, and invest in community and district outreach).
4. In the Fall 2021 and Winter 2022 terms, District Faculty shall be supported by the Puente Statewide Office to begin and implement Puente's student selection and recruitment process for the incoming 2022-23 cohorts.
5. In the Spring 2022 term, District Faculty shall attend Puente Spring Professional Development.
6. In the Summer 2022 term, District Faculty shall participate in the mandatory Puente Summer Institute (5-7 days of foundational professional development training, in residence at UC Berkeley).
7. In the Fall 2022 term, Puente program with student cohorts shall be officially launched at the Partner Sites.

B. Puente Cohort and Class

Partner Sites will choose up to four cohorts of one class of 27-35 students who are mentored and academically supported by Partner Site staff. The Puente English and Language Arts classes shall be scheduled **during the morning**.

C. Staffing

Partner Sites will identify staff as listed below to implement Program. Staff shall be selected in consultation with Puente Statewide Office by conducting on-site interviews and/or classroom observations. Partner Site maintains discretion of final selection of appropriate staff.

1. Certified English Teacher

Teacher's schedule should enable full team participation over a 2-year period (7th & 8th grades or 9th & 10th grades).

2. Counselor

Counselor should be a full time (100%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least 50% time to the Puente Project. The 50% non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, ELD etc. For programs with two cohorts per grade level, it is highly recommended that the full counseling load assignment be no greater than 400 students.

Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with Puente Statewide Office. Personnel changes made without prior consultation may result in Partner Site paying for the training cost the replacement faculty or staff. This cost is \$3,400 per new person.

D. Office Space and Administrative Support

Partner Site agrees to provide office space and computer access for counselor, teacher, as well as any necessary clerical assistance to Program.

EXHIBIT C

FEE SCHEDULE

I. Faculty and Staff Professional Development Costs

District agrees to provide payment to University for mandatory Partner Site(s) faculty/staff trainings, coaching, materials and implementation support, per the Payment and Fee Schedule as referenced below.

1. Payments shall be made according to the following payment schedule:

Due Date	Amount of Payment
Upon execution of agreement	\$40,000

2. Upon receiving invoice, payment should be mailed within 30 days Puente Project, Hearst Field Annex, Building C, M/S 1060, Berkeley, CA 94720-1060.

FEEs	Price Per Site	# of Sites	Amount
Expansion & Program Implementation Support Teacher observations Consultations with Site Leadership Assist with choosing Puente Team Assist with coordinating and implementing student selection activities Trains and supports counselor in selecting Puente class Ongoing programming support Site visits Curriculum Puente Faculty attendance at Spring 2022 Professional Development Conference Puente Institute	\$10,000	4	\$40,000
TOTAL FEES DUE			\$40,000