AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
SAN LEANDRO UNIFIED SCHOOL DISTRICT

This agreement (this "Agreement") is made effective August 1, 2012 (the "Effective Date") between The Regents of the University of California on behalf of University of California, Berkeley's Early Academic Outreach Program ("UCB EAOP") and San Leandro Unified School District (SLUSD) a public school district having a principal place of business at 143735 Juniper Street, San Leandro, CA ("SLUSD").

WHEREAS, UCB EAOP and SLUSD seek to increase the college-going for low-income first generation college-bound students; and

WHEREAS, UCB EAOP and SLUSD have collaborated successfully for the past decade to achieve these goals; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. **Term**
   This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until July 31, 2013. University is under no obligation to extend this Agreement.

2. **Statement of Work**
   University of California, Berkeley, Early Academic Outreach Program will provide services to SLUSD as described in Exhibit A, attached hereto and incorporated herein by this reference.

3. **Fees**
   SLUSD will pay to UCB, EAOP fees as set forth in Exhibit A. Maximum amount not to exceed $96,985.

4. **Representations**
   University and SLUSD represent that they have full authority to enter into this Agreement and in so doing will not violate any obligations to any other party.

5. **Indemnification**
   A. University shall indemnify, defend and hold SLUSD, 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 arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,

attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

B. SLUSD shall indemnify, defend and hold University, 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 arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SLUSD, its officers, agents, or employees.

6. Intellectual Property Indemnification.

Each party shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that either party's furnishing or supplying the other with intellectual property, materials components, programs, practices, or methods under this Agreement or the use of such materials, components, programs, practices, or methods supplied under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.

7. Termination

A. University and/or SLUSD may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.

B. In the event of 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.

8. Insurance

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

i. Commercial Form General Liability Insurance with minimum limits as follows:

a. Each Occurrence	$1,000,000
b. Products/Completed Operations Aggregate	$2,000,000
c. Personal and Advertising Injury	$1,000,000
d. General Aggregate	$2,000,000

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.

B. If the Insurance is written on a claims made form, it shall continue for three years following termination of this Agreement.

C. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. 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 SLUSD and SLUSD's officers, employees and agents.

E. Within thirty (30) days of the execution of this Agreement, SLUSD 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.

F. The Insurance shall be primary with respect to The Regents of the University of California, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

9. Independent Contractor Status

SLUSD is an independent contractor and is not a joint venture, employee, agent or partner of University. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

10. University Trademarks

"University Trademarks" means the name "University of California," any abbreviation thereof or other trade name, trademark, or logo that represents the University, its products or services. The University Trademarks are protected by federal trademark and California State laws. SLUSD shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of SLUSD, its products or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Business Outreach. This policy is in compliance with the State of California Education Code Section 92000.

11. Force majeure

If any party fails to perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused. In the event of force majeure, SLUSD shall compensate University for non-cancelable and other direct, out-of-pocket expenses incurred on SLUSD's behalf.

12. Notice

University's representative for all contractual matters shall be:
Bill Brauer
Business Contracts Administrator
O'Brien Hall, 412
Berkeley, CA 94720-5620
Brauer@berkeley.edu
Phone: 510-316-5448

University's representative for all program matters shall be:
Jose Rivas
UCB Interim Director of K-12 Student Academic Preparation Programs
2150 Kittredge St., 4C #1060
phone: 510.643.6056
fax: 510.643.5827
email: jgrivas@berkeley.edu

SLUSD's representative for all contractual matters shall be:
Cindy Cathey
Interim Superintendent
143735 Juniper Street, San Leandro, CA
phone: 510.667.3522
email: ccathey@sanleandro.k12.ca.us

SLUSD's representative for all program matters shall be:
Ms. Jaliza Eagles
SLUSD GEAR UP Grant Coordinator
14735 Juniper Street
San Leandro, CA 94579
phone: 510.667.6234
fax: 510.895.4160
email: jeagles@sanleandro.k12.ca.us

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may 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.

13. Waiver

Any failure of University 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 University to avail itself of such remedies as it may have available for any breach of this Agreement.

14. Disputes

In case of a dispute, the parties agree to non-binding arbitration in Alameda County, California, under the Rules of the American Arbitration Association.

15. Attorney Fees

In any litigation, arbitration or other proceeding by which one party either seeks to enforce it 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.

16. Assignment

SLUSD 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.

17. 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.

18. 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.

19. 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.

20. Amendment

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

21. 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.

[signature page follows]

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Name: Cindy Cathey

Title: Superintendent

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Bill Brauer

Title: Sr. Business Contracts Officer

Date: _____

EXHIBIT A

STATEMENT OF WORK AND PAYMENT SCHEDULE

1. STATEMENT OF WORK

A. University responsibilities:

Provide college-going services to students at San Leandro High School through one 50% time professional staff person and two-three part time undergraduate interns. UC Berkeley staff and interns will attend all appropriate GEAR UP collaboration meetings and school site collaboration meetings.

Services detailed below include:

- College going expertise provided to faculty and staff,
- One-on-one and group college advising for students,
- Student academic planning,
- Summer academic enrichment programs, and
- Personal statement and college application assistance.

Professional Development

College Preparation Workshop for all faculty and staff on UC and CSU requirements so that everyone has appropriate and timely information regarding eligibility requirements in order to disseminate to students.

A-G Advising Training for all counselors. In order to increase the number of SLHS students graduating with 'a-g' completion, EAOP will help the counselors link the student's four year academic plan created during freshman year with 'a-g' completion being sure to use the UC approved 'a-g' course list. This would also include a junior year check, when necessary, to provide strategies and support for students to get back "on track" as needed with a summer course, concurrent enrollment, or referral to GEAR UP tutors. Not only does 'a-g' completion insure that students are eligible for CSU and UC, but research indicates that 'a-g' completion is a strong indicator of success in California Community Colleges.

Personal statement workshops for all counselors, English 3 & 4 teachers, AVID teachers and other teachers/staff who work with students. By providing information regarding the UC Personal Statement and writing process, more students at SLHS will be prepared to write effective essays for UC admission. Workshops might include a team of teachers who will be working with students after school in late September through mid November, either through a small stipend or professional development hours.

Whole School Student and Family Support

Personal Statement workshop To provide students with needed information on constructing an effective personal statement, EAOP will present a UC Personal Statement for all eligible UC students to be conducted in late September, early October.

San Leandro High School Annual Open House will be expanded to include topics on college preparation for parents and students lead by EAOP and AVID staff and students. Outreach efforts will be strengthened so as to increase the numbers of first generation college-going families who attend.

Student Programming/Scheduling To provide students with needed information on 'a-g' requirements before, during and after they begin to schedule classes for the following year, EAOP will support large and small group advising that integrates 'a-g' completion. This might include several large group presentations so that all students receive the information, followed by small group presentations for each student led by AVID and/or EAOP peer educators.

Cohort Services
Our EAOP Regional Coordinator and her interns, trained UC Berkeley undergraduates, will continue to provide intensive workshops and one-on-one advising to its cohort at SLHS. For the GEAR UP class, cohort size will be expanded to 300 students.

In addition, EAOP will continue to offer academic enrichment programs to students from San Leandro in our cohort. Samples of previous academic enrichment opportunities include concurrent enrollment at Chabot Community College, Summer Sessions at UC Berkeley, SAT Academy – a nine-Saturday intensive preparatory course, and the Pre-College Academy (PCA) – a six-week academic enrichment program hosted by EAOP on campus at UC Berkeley.

B. SLUSD responsibilities:

- Provide on-site support person for Interns as needed,
- Collaborate with EAOP staff persons and interns as appropriate,
- Provide office space and internet access for EAOP services at San Leandro High School and the new Fred T. Korematsu Freshman campus,
- Provide keys to faculty restrooms on both campuses to EAOP professional staff and undergraduate interns,
- Access to students to provide college-going advising, information and motivation, and
- Timely access to student academic records.

2. SCHEDULE OF WORK

Services provided to San Leandro High School students during the school year will take place during the school day at the school(s). Services provided to parents and families will occur in the evenings and/or on the weekends. Specific schedules will be created at the beginning of each school year.

Summer programs will be offered on the UC Berkeley campus between June and August. Specific dates for each summer will be determined based up on the University calendar and space availability and will be finalized in January of each year.

3. PAYMENT SCHEDULE

University will maintain and submit quarterly, all expenditures and matching (non-federal) funds documentation related to costs incurred in connection with the GEAR UP grant.

The University will reauthorize the Cost Share Worksheet annually and in a timely fashion.

SLUSD will pay invoices 30 days after submission by check payable to The Regents of the University of California.

Maximum Amount not to exceed $96,985