AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
San Leandro Unified School District
On behalf of
SAN LEANDRO HIGH SCHOOL

This Agreement ("Agreement"), dated **August 1, 2017** ("Effective Date"), is by and between The Regents of the University of California, on behalf of UC Berkeley's Center for Educational Partnerships' Destination College Advising Corps and Early Academic Outreach Program ("University") and San Leandro Unified School District ("District") on behalf of San Leandro High School, a Public School having a principal place of business at 2200 Bancroft Ave, San Leandro, CA 94577 ("School").

WHEREAS, University operates a program intended to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("Program"),

WHEREAS, the District is interested in increasing the number of students enrolling in college who experience barriers to college access,

WHEREAS, University has established guidelines for the operation of the Program in the District,

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the School,

WHEREAS, University is prepared to provide a full-time College Adviser Fellow ("CAF") and a Regional Field Mentor,

WHEREAS, the School is prepared to contribute facilities and staff support in the implementation of the Program at the School,

WHEREAS, District and University seek to promote and foster the implementation of a successful Program within participating site,

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

1. **TERM**
   This Agreement shall commence on the Effective Date and shall continue in full force and effect until **June 30, 2018.** University is under no obligation to extend this Agreement.

2. **STATEMENT OF WORK**
   University and District shall each fulfill its responsibilities as described in Exhibit A, attached hereto.

3. **FEES**
   District shall pay to University Program fees set forth in Attachment A.

4. **REPRESENTATIONS**
   University and District each represents that it has full authority to enter into and perform its obligations under this Agreement.

5. INFORMATION HANDLING AND PUBLICATION

School 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. School shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of The Regents or DCAC/EAOP except as expressly provided for under Exhibit A or any other provision of this Agreement. School may publish results of its local DCAC/EAOP site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in DCAC/EAOP, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or School's personnel only and do not necessarily represent the view of The Regents and DCAC/EAOP. A copy of all such publications must be furnished to DCAC/EAOP following publication. Such publications include sections of larger reports that describe School's activities.

6. TERMINATION

i. Either University or District 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.

ii. 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.

7. INSURANCE

i. University Insurance:

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

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

Each Occurrence	$1,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of $1,000,000 per occurrence.

c. Workers Compensation as required by applicable law.

Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University's direct supervision and control.

ii. District Insurance:

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

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

Each Occurrence	$1,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of $1,000,000 per occurrence

c. Workers Compensation as required by applicable law.

If the Insurance is written on a claims made form, it shall continue for three 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.

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 District or District's officers, employees and agents.

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.

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.

8. 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.

9. INDEPENDENT CONTRACTOR STATUS

District 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 in any manner whatsoever.

10. UNIVERSITY TRADEMARKS

"University Trademarks" means the name "University of California," any abbreviation hereof 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. District 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) mid print advertisements in cases when such use may imply an endorsement or sponsorship of District, 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 Business Contracts and Brand Protection. This provision 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, District shall compensate University for non-cancelable and other direct, out-of-pocket expenses incurred on School's behalf.

12. NOTICES

University's representative for all **program matters** shall be:
Jose Rivas, Director, Destination College Advising Corps
jgrivas@berkeley.edu
2150 Kittredge St. Suite 4C
Berkeley, CA 94720-1060

University's representative for all **contractual matters** shall be:
Synta Bogan, Financial Analyst, Center for Educational Partnerships
synta@berkeley.edu
2150 Kittredge St. Suite 4C
Berkeley, CA 94720-1060

School/District's representative for **all purposes** shall be:

Joanne Clark, Assistant Director Teaching, Learning, and Educational Equity Department
835 E. 14th Street, Suite 200
San Leandro, CA 94577
510 667 3552

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.

13. 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.

14. AFFIRMATIVE ACTION/NON-DISCRIMINATION

District 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.

15. 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.

16. ASSIGNMENT

District 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. 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.

18. 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.

19. 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.

20. 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.

21. AMENDMENT

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

22. GOVERNING LAW

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

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

Signature

Name: _____

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A: STATEMENT OF WORK

The vision of the University's Center for Educational Partnerships ("CEP") on behalf of the Program - Destination College Advising Corps ("DCAC") and Early Academic Outreach Program ("EAOP") - is to make college a viable option for all students. DCAC/EAOP look to achieve this by working collaboratively with target School and partner programs focused on research-based best practices that enable low-income and first generation to college students to access post-secondary education.

The goal of University through DCAC/EAOP is to increase the college-going rate of students at San Leandro High School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow. The College Adviser Fellows will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

RESPONSIBILITIES OF UNIVERSITY, THROUGH DCAC/EAOP

A. Train, mentor and assign a recent 4-year university graduate(s) College Adviser Fellow(s) to San Leandro High School to offer program services guided by a Regional Field Mentor, driven by data-based assessment.

B. Provide a CEP career staff who will serve as a Regional Field Mentor to provide support, guidance and direction to the College Adviser Fellow(s) and to work with School to ensure Program efficacy and service delivery.

C. DCAC/EAOP will work in partnership with School to promote college and career going culture through providing guidance and training using best practices based on data and analysis of school culture and student's college knowledge and awareness.

D. DCAC/EAOP will not supplant but may supplement existing School's services, programs and/or staffing. Program services will be made available to all students attending the School.

E. Services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.

F. DCAC/EAOP will implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.

G. College Adviser Fellows and Regional Field Mentors will exercise the strictest confidentiality and all information obtained will only be used for program purposes.

DCAC/EAOP College Adviser Fellow shall provide the following:

A. The College Adviser Fellow(s) will be placed on-site at School during the operational hours of the school sites beginning late **August 2017 through early June 2018.**

B. Under the direction of the Regional Field Mentor, the College Adviser Fellow will support student college preparation via individual student sessions, group workshops and/or school-wide events.

C. Recruit, Enroll and support a cohort of School students from all grade levels in order to provide intensive college preparation support.

D. The College Adviser Fellow will attend mandatory DCAC/EAOP meetings, trainings and conferences that may be held at non-School site locations. School sites will need to release College Adviser Fellows for mandatory meetings, trainings, and conferences.

E. College Adviser Fellows will sign confidentiality agreements with the School, as appropriate.

DCAC/EAOP Regional Field Mentor shall provide services as follows:

A. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School. The Field Mentor will ensure College Adviser Fellow(s) fulfill service requirements and duties. The Field Mentor should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.

B. Provide School's staff with information about DCAC/EAOP and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis regarding college culture and students' college knowledge gathered through the administration of pre and post surveys.

C. Coordinate events or visits for further advancement of DCAC/EAOP's mission.

D. Provide resources and training as appropriate on college-going culture.

E. Work with School's parent services to integrate college-going information.

RESPONSIBILITIES OF DISTRICT, THROUGH SCHOOL

School shall provide the following:

A. A designated space for the College Adviser Fellow with access to a computer (Internet, appropriate listserv and School's data networks), printer, telephone, supplies, and access to copy machine(s).

B. Access to data to implement Evaluation Plan and participate in related national research project, see Attachment B. Data may include National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster. The Program may provide aggregate outcome and service data to external parties. The Program will not release student level personal identifying data to external parties.

C. Access to School staff meetings.

D. Access to approximately 140-160 9^{th}-12^{th} graders, with a focus on those facing the greatest barriers to college going, to whom College Adviser Fellow will recruit to the Program Cohort in order to provide intensive mentorship, college awareness and preparation services.

E. Ability to pull students from non-core subjects for one-on-one and small group advising.

F. Dates, times and space to conduct meetings and/or workshops.

G. Access to **2-3** "Adopted" classes in each grade where the College Adviser Fellow will provide on-going college knowledge workshops (number of workshops per semester could vary by school, but no less than 2 per semester). The College Adviser Fellow will administer a pre-survey prior to beginning the workshops, complete a gap analysis to plan workshops, implement planned workshops based on gap analysis and then administer a post survey at the end of the school year to ascertain increases in college knowledge by students.

H. Regional and Program Partner Expectations (to be defined by Regional Field Mentor and other partners).

I. General access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT and accounts to student information system, if possible.

J. School will provide an environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, the School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow is made whole. (For full University of California Sexual Harassment policy, go to: http://ophd.berkeley.edu/policies-procedures/sexual-harassment). Regional Field Mentor will review specific procedures related to Sexual Harassment for DCAC/EAOP College Adviser Fellows with School staff.

K. School sites' administrators or staff to serve as the contact that will assist and provide support to the College Adviser Fellow in the facilitation of the above listed items.

L. School will support the College Adviser Fellow in implementing school-wide events that promote and increase college-going culture, for example, Decision Day.

School sites' administrators/staff and Program administrators/staff shall collaborate to plan the implementation of the previously described activities. All DCAC/EAOP efforts are motivational and supplementary and should enhance activities already provided at the School.

ATTACHMENT A:
PROGRAM EVALUATION, FINGERPRINTING/NSOPW CLEARANCES and PAYMENT SCHEDULE

PROGRAM EVALUATION

In addition to the pre- and post-survey data analyzed by the College Adviser Fellow to assess school college culture and student's college knowledge, DCAC/EAOP will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers, utilize as much as possible present School surveys, annual data collection by DCAC/EAOP and analysis of publicly available data repositories. DCAC/EAOP will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), a-g reporting and/or student graduation data. The DCAC/EAOP staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps ("CAC") and will be shared with the School for internal reporting goals. *(See attachment "B" for further information about evaluation.)*

FINGERPRINTING and NSOPW CLEARANCES

The program will cover the costs for fingerprinting clearances. The College Adviser Fellow(s) will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a DCAC/EAOP Adviser Fellow. Fingerprints will be cleared through the DOJ and FBI databases. DCAC/EAOP Adviser Fellows will be screened through the NSOPW prior to enrollment and placement at School sites.

PAYMENT SCHEDULE

During **2017-2018** academic year, the amount to be paid by **San Leandro Unified School District** on behalf of **San Leandro High School** is:

$25,000 *(twenty five thousand dollars and zero cents)*

This represents 35% of the total cost of a College Adviser Fellow ("72,000"). The additional funding is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

District will pay invoice within 30 days after submission to be received by **November 30, 2017**, made payable to The Regents of the University of California and sent to:

UC Berkeley, Center for Educational Partnerships
Attn: Synta Bogan, Financial Analyst
2150 Kittredge St. Suite 4C
Berkeley, CA 94720-1060

ATTACHMENT B:
RESEARCH AND EVALUATION PLAN

The evaluation plan will collect and analyze data to provide DCAC/EAOP and School with information on the effectiveness of the Advising Corps on the following goals.

- Increase students' college knowledge and aspirations;
- Increase parent/family college awareness, knowledge and expectations for students;
- Increase student preparation for college admissions;
- Increase percent of high school graduates going to college.

In consultation with the School, DCAC/EAOP shall:

- Administer Pre/Post (Fall 2017/Spring 2018) student surveys in adopted classes;
- Administer College Advising Corps Surveys in April/May 2018 as per both CAC and DCAC/EAOP requirements;
- School can choose to administer the College Advising Corps Survey to additional students and DCAC/EAOP will provide the surveys and the analysis;
- Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
- Analyze information presently collected by the School *(e.g. National Student Clearinghouse and PSAT, SAT/ACT testing data)* for enrollment information and test taking;
- Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- If the School does not collect college enrollment data from the National Student Clearinghouse, DCAC/EAOP may require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. There will be no cost to the school for this service;
- Other evaluations/assessments from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other DCAC/EAOP partners on a case-by-case basis.

The DCAC/EAOP Regional Field Mentors and College Adviser Fellows will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/School. DCAC/EAOP may provide aggregate outcome and service data to external parties.