AGREEMENT
between
The Regents of the University of California
on behalf of
DESTINATION COLLEGE ADVISING CORPS (DCAC)
and
San Leandro Unified School District
on behalf of
SAN LEANDRO HIGH SCHOOL
(2019-2020)

This Agreement ("**Agreement**"), effective as of **August 1, 2019** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Destination College Advising Corps ("**DCAC**") and San Leandro Unified School District **(**"**District**") on behalf of San Leandro High School ("**School**"), a public school having a principal place of business at: **2250 Bancroft Ave, San Leandro, CA 94577**. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

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

WHEREAS, through the Program, the University has established guidelines for the implementation of the Program at the School by providing access to College Adviser Fellow(s) and a Regional Manager;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the School by contributing facilities and staff support for the Program;

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, 2020 ("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.

The goal of University through Program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow 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.

University and District shall each fulfill its responsibilities as described in Exhibit A attached hereto.

3) FEES.

District shall provide $25,000 (twenty five thousand dollars and zero cents) on behalf of School to support placement of (1) College Adviser Fellow.

This amount represents 35% of the cost of a College Adviser Fellow ($72,000 each adviser). 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 receipt **to be received by December 15, 2019**, made payable to **The Regents of the University of California** and sent to:

UC Berkeley - Destination College Advising Corps
Hearst Field Annex, Building C M/S 1060
Berkeley, CA 94720-1060

4) TERMINATION.

A. 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.

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.

C. 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 Warranty),** 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), and 12 (**Copyright**).

5) INFORMATION HANDLING AND PUBLICATION.

A. District and 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 University or Program except as expressly provided for under Exhibit A or any other provision of this Agreement.

B. School may publish results of its local Program site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Program, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or School personnel only and do not necessarily represent the view of the University and Program. A copy of all such publications must be furnished to Program following publication. Such publications may include sections of larger reports that describe School activities.

6) 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.

7) DISCLAIMER OF WARRANTY.

THE UNIVERSITY AND CEP MAKE 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. THE DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE 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. University Insurance: University shall keep in full force and effect during the term of this Agreement, at University's sole expense, 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	$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.

iv. 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.

B. District Insurance: 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	$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.

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 District or District's officers, employees and agents.

vi. 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.

vii. 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.

11) UNIVERSITY TRADEMARKS.

The District and School 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 District or School, 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 District and School agree to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The District nor the School 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 District hereby expressly waives any right which it may have in University Marks. The District 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 District the right to use such materials but only as incorporated in the 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 District a royalty-free, nonexclusive license to use all materials delivered to District under this Agreement solely as necessary to perform this Agreement. District 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 District, 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) 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.

14) 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.

15) 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.

16) FORCE MAJEURE.

If any Party fails to timely 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 for the duration of such force majeure event. In the event of force majeure, District shall compensate University for non-cancelable and other direct, out-of-pocket expenses incurred on District's or School's behalf.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

22) AMENDMENT.

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

23) 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.

24) REPRESENTATIONS.

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

25) NOTICES.

University Representatives:

Program Matters:
Claudia Morales - Director, Destination College Advising Corps & Early Academic Outreach Program
moralesc@berkeley.edu

Contractual Matters:
Synta Bogan - Finance & Operations Manager, Center for Educational Partnerships
DCACagreements@berkeley.edu

School/District's Representative(s):

Program Matters:
Joanne Clark - Director, Prevention and Intervention Services, San Leandro Unified
joanneclark@slusd.us

Notice pursuant to this Agreement shall be in writing to the above email 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 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.

SAN LEANDRO UNIFIED SCHOOL DISTRICT	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

RESPONSIBILITIES OF PROGRAM

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

B. Enlist a full-time staff member as Regional Manager 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. Work in partnership with School to promote a college-going culture through providing guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness.

D. Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.

College Adviser Fellow shall:

1. Be placed on-site at School during the operational hours of the school site(s) beginning **late August 2019 through early June 2020.**
2. Under the direction of the Regional Manager, support student college preparation via individual student sessions, group workshops and/or school-wide events.
3. Recruit, enroll and support a cohort of students from all grade levels in order to provide intensive college preparation support.
4. Attend mandatory Program meetings, trainings and conferences that may be held at non-school site locations. College Adviser Fellow(s)
5. Sign confidentiality agreements with the School, as appropriate.

Regional Manager shall:

1. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School.
2. Ensure College Adviser Fellow(s) fulfill service requirements and duties. The Regional Manager should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.
3. Provide School staff with information about Program 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 of direct services provided to students.
4. Coordinate events or visits for further advancement of Program's mission.
5. Provide resources and training as appropriate on college-going culture.
6. Work with School parent services to integrate college-going information.

College Adviser Fellow(s), Regional Manager and other Program staff exercise the strictest confidentiality and all information obtained will only be used for program purposes as described in this Agreement. College Adviser Fellow(s) will sign confidentiality agreements with the School, as appropriate.

Program should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Program services will be made available to all students attending the School.

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.

RESPONSIBILITIES OF SCHOOL

A. Provide designated space for College Adviser Fellow(s) with access to a computer (Internet, appropriate listserv, School/district email and student information system), printer, telephone, supplies, and copiers.

B. Provide access to approximately 140-160 9^{th}-12^{th} graders from whom College Adviser Fellow will recruit to Program in order to provide intensive mentorship, college awareness and preparation services.

C. Allow College Adviser Fellow(s) to pull students from non-core subjects for one-on-one and small group advising.

D. Allow College Adviser Fellow dates, times and space to conduct meetings and/or workshops.

E. Provide access to data to implement Evaluation Plan and participate in related national research project. Data includes National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster which must be provided by October 31st. 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. The Program will provide NSC matching raw data to School upon request.

F. Provide access to school staff meetings.

G. Release College Adviser Fellow(s) for Program mandatory meetings, trainings, and conferences.

H. Provide College Adviser Fellow(s) with general and/or "view only" access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT scores and accounts to the School student information system.

I. Provide College Adviser Fellow(s) with account access to the University of California Office of the President (UCOP) Transcript Evaluation Service (TES).

J. Provide working environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow(s) is made whole.

(For full University of California Sexual Harassment policy, go to: http://ophd.berkeley.edu/policies-procedures/sexual-harassment). Regional Manager will review specific procedures related to Sexual Harassment for College Adviser Fellow(s) with School staff.

K. Provide a site administrator or staff to serve as primary contact to assist and provide support to College Adviser Fellow(s) in the facilitation of the above listed items.

L. Support the College Adviser Fellow(s) in implementing school-wide events that promote and increase college-going culture, for example, Decision Day.

M. Collaborate and plan to implementation of the previously described activities.

N. Understand that all Program efforts are motivational and supplementary, and should enhance activities already provided at the School.

I. PROGRAM EVALUATION

Program will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers to complete surveys, utilize as much as possible present School surveys, annual data collection by Program and analysis of publicly available data repositories. Program 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), Transcript Evaluation Service (TES), a-g reporting and/or student graduation data. The Program 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.

II. FINGERPRINTING, TB SCREENING and NSOPW CLEARANCES

Program will cover the costs for fingerprinting clearances and Tuberculosis screening. 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 College Adviser Fellow(s). Fingerprints will be cleared through the DOJ and FBI databases. College Adviser Fellow(s) will be screened through the NSOPW prior to enrollment and placement at School. Proof of NSOPW and DOJ/FBI Clearances as well as TB screening results will be provided upon request.

III. RESEARCH AND EVALUATION PLAN

A. The evaluation plan will collect and analyze data to provide Program with information on the effectiveness of Program on the following goals.

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

B. In consultation with the School, Program shall:

1. Administer Program surveys in April/May 2020 as per University requirements; School can choose to administer the Program survey to additional students and Program will provide the surveys and the analysis;
2. 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;
3. Analyze information presently collected by the School *(e.g. National Student Clearinghouse and PSAT, SAT/ACT scores and testing data)* for enrollment information and test taking;
4. Utilize Transcript Evaluation Service (TES) data to inform college advising services.
5. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;

C. If the School does not collect college enrollment data from the National Student Clearinghouse, Program will require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. The School roster will need to include the following fields: School Name, Graduation Year, First Name, Last Name, Date of Birth and Ethnicity. There will be no cost to the school for this service;

D. Other evaluations/assessments may be requested from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other Program partners on a case-by-case basis.

E. The Regional Managers and College Adviser Fellow(s) 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. Program may provide aggregate outcome and service data to external parties.