

COOPERATIVE AGREEMENT NO. 12-CCMUL-PUENTE-03
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA/
PUENTE PROJECT
and
LAS POSITAS COLLEGE

THIS AGREEMENT is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called Puente), and Las Positas College (hereinafter called "College").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for college personnel who are implementing these programs, and requires colleges to meet certain reporting requirements; and

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

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) (1997) which calls for increased transfers to the University of California and expansion of the Puente Project; and

WHEREAS, the University of California, Puente, has available one-time funding to support start-up costs for new California Community College programs;

NOW, THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect for six years, from July 1, 2012 to June 30, 2018.

II. STATEMENT OF PERFORMANCE

College and Puente shall work together to implement a program for educationally disadvantaged students for each year that this Agreement is in operation. The annual Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference and as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, College, and their staffs in detail. Puente and College agree to follow these guidelines for the Puente program. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

III. RESPONSIBILITIES OF THE COLLEGE

- A. College shall offer a two-semester sequence of courses per year consisting of Pre-English 1A (or its equivalent) in the fall and English 1A (or its equivalent) in the spring for designated Puente students who qualify using the College's English class assessment process, and as outlined in the current Puente *Community College Program Implementation Guidelines*.
- B. College shall provide services including: 1) teaching, 2) mentoring to first-year students, and 3) counseling and follow-up services until the students transfer to a four-year college or leave the college.
- C. College shall select and hire the following staff for each year this Agreement is in operation:
 - 1. A full-time writing instructor whose schedule enables him or her to be a full team participant over at least a one-year

period (Pre-English 1A, fall, and English 1A, spring, courses). The writing instructor shall be assigned to the Puente class and shall also receive reassigned time of 20 to 25% for Puente co-coordination.

2. A full-time counselor assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be another major program assignment.

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

3. Clerical assistance for Puente of at least 10 hours a week.

Teaching and counseling staff shall be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente State or Regional Office staff. Any changes in College's teaching or counseling staff under this Agreement must be discussed in advance with the Puente Executive Director or his designee. Personnel changes made without prior consultation may result in the College paying for the cost of training the replacement staff. This cost is \$2,500 per person.

D. College shall provide office and administrative support in accordance with the following:

1. During the final three years of this Agreement (2015-2016, 2016-2017, and 2017-2018), College shall contribute, from its own or third-party resources, program-operating costs at a minimum of \$5,000 for expenditures including, but not limited to, student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 2. College is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of each year of this Agreement.
 3. College agrees to provide office space and a personal computer for clerical assistance. Office and equipment shall be provided by the beginning of each academic year this Agreement is in operation.
 4. College is responsible for providing access to long distance and fax telephone and e-mail services for the counselor, instructor, and clerical staff.
 5. College shall provide institutional oversight of the Puente administrative/program operational funds, but agrees to provide to the Puente on-site teams access and authority to spend stated funds.
 6. College share of the Puente budget/support shall be in place by the start of each semester/quarter.
- E. College agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. The new team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, mandatory, residential training, in the summer prior to the start of the initial academic year this Agreement is in operation.
- F. College agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. College shall submit reports as specified by Puente and as described in Articles VII and VIII of this Agreement.

IV. RESPONSIBILITIES OF PUENTE

A. For each of the first three academic years of this Agreement (i.e., 2012-2013, 2013-2014 and 2014-2015), Puente will provide:

1. General Support:

- a. Capacity building funding of \$30,000 per year for the College Puente program.
 - b. \$5,000 per year for operational costs.
2. Training Support: Puente will provide the following staff development programs and materials at no cost to College:
- a. Puente Summer Institute: Initial mandatory, weeklong, residential training for new writing instructors and counselors selected to participate in Puente. Training program will include instruction to improve student writing, incorporating literature focusing on the Mexican American/Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 - b. Ongoing training for instructors and counselors participating in Puente. This training will consist of at least two regional or statewide training sessions and area network meetings as needed.
 - c. Ongoing support and resources for training.
 - d. Ongoing support provided by Puente Regional or State Office staff through site visitations, telephone, fax and email consultations.
 - e. Instructor and counselor resource materials and mentor training and recruitment materials.
3. Assessment: Puente will provide ongoing program assessment, including: student outcome data analysis, statewide and local site assessment, data collection and reports.
- B. For each of the final three years of this Agreement (i.e., 2015-2016, 2016-2017, and 2017-2018), Puente will provide:
- Mentor support funds of \$1,500 to be used for mentor activities such as field trips, meetings, orientations, academic and cultural activities, hospitality (including reasonable costs for food provided during student activities) and office supplies.

V. BUDGET EXPENDITURES

Funds provided by The Regents may be used for functions associated with the implementation of Puente. Approved Puente functions include counselor salary and benefits, management of site operational budget, student recruitment, mentor activities, field trips, and funding for clerical/student assistance.

Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

Funds may be carried forward into a continuing period only with Puente's prior approval.

Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported.

VI. AVAILABILITY OF FUNDS, PAYMENT AND INVOICING

A. Availability of Funds: It is mutually agreed upon by the parties that this Award (and/or subsequent amendments) may have been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if award documents were signed after that determination was made.

This Award is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the annual State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the

cancellation of this Award or modification in scope and budget, as appropriate.

B. Payment: After execution of this Agreement by both parties, The Regents shall provide the first of three payments in full in the amount of \$35,000. Following receipt of the first annual financial report, The Regents shall provide the second annual payment; the third and final payment of \$35,000 will follow receipt of the second annual financial report.

VII. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. College shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- B. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after termination of this Agreement.
- C. College shall submit financial reports annually detailing income and expenditures under this Agreement, including cash and in-kind contributions from all sources by October 1st of each year to Julia Vergara, Puente, University of California, 300 Lakeside Drive, 7th Floor, Oakland, California 94612-3550.
- D. Any funds provided by The Regents and remaining unexpended by June 30, 2014 must be returned via check made out to The Regents of the University of California along with the annual financial report due October 1, 2014.

VIII. PROGRAMMATIC REPORTING REQUIREMENTS

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

Puente will provide a reporting schedule for such data. (Please send completed forms and other data to the Puente State Office, University of California, 300 Lakeside Dr., 7th Floor, Oakland, CA 94612-3550).

IX. COLLECTION OF INFORMATION

In cases where the College collects information by interview or by questionnaire from students, parents, or the public in connection with the Puente statewide program, the College may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and the Puente Statewide Office.

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

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

XI. 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 statewide Puente Executive Director. The College must advise the Puente Executive Director or his designee of any planned

proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible. All Puente College proposals must include a letter of support from the Puente Executive Director or his designee.

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

Any publication produced by the College, 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 mentoring by members of the community.”

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

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the College will contact the Puente State Office (510-987-9548).

XII. INDEMNIFICATION

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

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

XIII. INSURANCE

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

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

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|--|-------------|
| (1) Each Occurrence | \$1,000,000 |
| (2) Products/Completed Operations Aggregate | \$3,000,000 |
| (3) Personal and Advertising Injury | \$1,000,000 |
| (4) General Aggregate (Not applicable to the Comprehensive Form) | \$3,000,000 |

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

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

Agreement.

- C. Workers' Compensation as required under California State law.
- D. Commercial Blanket Bond with a limit no less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the College against other insurable risks relating to performance.
- F. The coverages required under this Article shall not in any way limit the liability of the College.
- G. The coverages referred to under (A) and (B) of this Section XIII shall include The Regents of the University of California as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of College, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change, or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, College shall furnish The Regents with Certificates of Insurance evidencing College's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

XIV. 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 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 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 special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 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, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XV. TERMINATION

Either party upon 30 days prior written notice to the other party may terminate this Agreement without cause.

XVI. AMENDMENTS

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

XVII. PROJECT PERSONNEL AND OTHER INFORMATION

The Regents' Puente Contacts

Program Matters: Frank García, Executive Director
Puate, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.García@ucop.edu .
Phone: (510) 987-0860

Contractual Matters: Lourdes DeMattos, Contracts and Grants Officer
Research Administration
Office of the President, University of California
1111 Franklin Street, 5th Floor, Oakland, CA 94607
Email: Lourdes DeMattos@ucop.edu .
Phone: (510) 987-9850

College Contacts

Program Matters: Name DIANA Z. RODRIGUEZ Title VICE PRESIDENT
Address 3000 CAMPUS HILL DRIVE STUDENT SERVICES
Email LIVERMORE, CA 94551 LAS POSITAS COLLEGE
Phone DRDRIGUEZ@LASPOSITASCOLLEGE.EDU
925.434.1405

Fiscal Matters: Name _____ Title VICE PRESIDENT
Address SAME AS ABOVE ADMIN. SERVICES
Email _____
Phone 925.424.1631

Contractual Matters: Name LORENZO LEGASPI Title VICE CHANCELLOR
Address 5030 FRANKLIN DRIVE BUSINESS SERVICES
Email PLEASANTON, CA 94588 CHABOT-LAS POSITAS COMMUNITY
Phone LLEGASPI@CLPCCD.ORG COLLEGE DISTRICT
925.425.5203

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:  Date: 8/20/12
Alan Moloney
Director, Procurement Services

LAS POSITAS COLLEGE:

By: _____ Date: _____
President