

**COOPERATIVE AGREEMENT NO. 09-CCC PUENTE-04**  
**Between**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**PUENTE PROJECT and CHABOT COLLEGE**  
**for FISCAL YEAR 2009-2010**

*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 Chabot 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 Puente;

NOW THEREFORE, the parties mutually agree as follows:

**I. PERIOD OF PERFORMANCE**

This Agreement shall be in effect from July 1, 2009 to June 30, 2010.

**II. STATEMENT OF PERFORMANCE**

College and Puente shall work together to continue to provide a program for educationally disadvantaged students. The current Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference 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.

Puente will provide continued support in the form of instructor and counselor training as described in Article IV. College will comply with all terms set forth in this Agreement.

**III. RESPONSIBILITIES OF THE COLLEGE**

A. College shall administer two (2) Puente programs in accordance with the current Puente *Community College Program Implementation Guidelines*.

1. Under Program 1, College shall offer a two-semester sequence of courses 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 Chabot College English class assessment process, and as outlined in the current *Puente Community College Program Implementation Guidelines*.
2. Under Program 2, College shall offer a two-semester sequence of courses 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 Chabot College English class assessment process, and as outlined in the current *Puente Community College Program Implementation Guidelines*.

By agreeing to the terms of this agreement, College certifies that it has a population of educationally disadvantaged students that will benefit from a second Puente program and that the additional program will not jeopardize the success of the initial program.

- B. For **each** of the Puente programs described above, College shall provide services including teaching, counseling and mentoring components to first year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the College.
- C. For **each** Puente program, College shall select and hire the following staff:
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 25% for Puente co-coordination.
  2. A counselor assigned at 100% time with 50% assigned time to Puente and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.

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

Teaching and counseling staff will 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 must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions 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.

Any additional staff (reading and math instructors, tutorial or mentoring personnel) must be approved by the Puente Executive Director or his designee.

3. Clerical assistance assigned at least 10 hours a week to Puente for each program.
- D. For **each** Puente program, College shall provide office and administrative support in accordance with the following:
1. College shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of \$10,000 (\$5,000 for each program) for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, and office supplies.
  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 2009.
  3. College agrees to provide office space and access to a personal computer for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2009.
  4. College is responsible for providing access to long distance and fax telephone and e-mail services for the counselor, instructor, and clerical support.
  5. College shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The College share of the Puente budget shall be in place by September 15, 2009.
- E. For **each** Puente program, College agrees to release counselors and instructors to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall have participated in the assigned Puente Summer Institute (PSI), a mandatory weeklong residential training in June or July.
- F. For **each** Puente program, College agrees to schedule during the Fall Semester a Personal Development/Guidance (PD) course, taught by Puente counselor.
- G. For **each** Puente program, 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. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 2009.

- H. For **each** Puente program, College agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- I. For **each** Puente program, College shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

#### **IV. RESPONSIBILITIES OF PUENTE**

- A. Training: Puente will provide the following staff development programs at no cost to College:
  - 1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and 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.
  - 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
  - 3. Ongoing support and resources for training.
  - 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
  - 5. Instructor and counselor resource materials and mentor recruitment materials.
- B. Support funds: After execution of this Agreement by both parties, the Regents will provide mentor support funds of \$3,000 to be shared equally between the two programs and which are to be used for mentor activities such as field trips, meetings, orientations.

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).

Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Unexpended funds shall be returned to The Regents.

- C. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

#### **V. 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. (Forward financial report by October 1, 2010, to Rachel Kimball, Puente, University of California, 300 Lakeside Drive, 7th Floor, Oakland, California 94612-3550.

#### **VI. 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, and

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.

**A. Data Collection Schedule**

Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

**1. FALL TERM:**

<u>Item</u>	<u>Due Date</u>
Student Information Bubble Forms (SIBF)	October 30
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

**2. SPRING TERM:**

<u>Item</u>	<u>Due Date</u>
SIBF (new students only)	May 10
Student Update Form (continuing students)	May 10
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

**Please send completed forms and other data to the Puente State Office.**

**VII. COLLECTION OF INFORMATION**

In cases where the College collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, 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 Puente.

**VIII. 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 the Puente State Office. 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.

**IX. USE OF PUENTE NAME**

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente 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 who 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).

## **X. 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.

## **XI. 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:**

(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.
- C. 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.

## **XII. 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.

## **XIII. TERMINATION**

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

## **XIV. AMENDMENTS**

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

## **XV. PROJECT PERSONNEL AND OTHER CONTACTS**

### **The Regents' Puente Contacts**

Program Matters:

Frank García, Executive Director  
Puente, 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 \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Fiscal Matters:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Contractual Matters:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

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: \_\_\_\_\_  
Alan Moloney  
Manager, Strategic Sourcing

PUENTE PROJECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Garcia  
Executive Director, Puente

DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lorenzo Legaspi  
Vice Chancellor, Business Services