

**Cooperative Agreement No. 08-PUENTE-HS-02 Between  
Anaheim Union High School District and  
The Regents of the University of California/ Puente Project  
for Fiscal Year 2008-2009**

This Agreement is between the Anaheim Union High School District (hereinafter called District) and The Regents of the University of California (hereinafter called The Regents), on behalf of the Puente Project (hereinafter called Puente).

WITNESSETH

WHEREAS, The Regents administer the Puente Project which has established guidelines for Puente high school programs, provides training for district personnel who are implementing these programs, and provides staff support for these programs; and

WHEREAS, the mission of the Puente Project 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, District has been selected as a Puente High School site;

NOW, THEREFORE, the parties agree as follows:

**I. PERIOD OF PERFORMANCE**

This Agreement shall be in effect from July 1, 2008 through June 30, 2009.

**II. STATEMENT OF WORK**

- A. District and Puente shall work together to provide a program for educationally disadvantaged students at Anaheim, Katella, Magnolia, and Savanna High Schools. During the ninth and tenth grades, students will participate in a class that will satisfy the District requirements for college preparatory English, taught by a teacher specially trained by Puente. The students will be supported from grades 9-12 by a Puente Counselor assigned half time to the Puente program, who is trained by Puente and employed by the District. Puente, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership and community activities.
- B. The *Puente High School Program Implementation Guidelines (2008)* are incorporated into this Agreement by reference as though set forth in full, and outline program responsibilities, roles, and expectations for Puente, District, and their staffs in detail. Puente and District agree to follow these guidelines.
- C. The District agrees to make no changes in the Puente model without agreement by the Puente Executive Director.
- D. The responsibilities of each party are detailed in Exhibits A and B which are incorporated herein and attached.

**III. BUDGET EXPENDITURES**

High School site teams and site administrators will collaborate with the designated Puente Regional Project Coordinator (RPC) to determine an appropriate budget plan, using the template budget and categories provided in *Exhibit B*. Funds may be used for functions associated with implementing Puente at the site, subject to UC policies. The UC Regents will pay approved expenses related to this agreement, up to a maximum of \$5,600 per site, directly to vendors and designated service providers.

Approved/allowed Puente program expenses include the following: student recruitment activities, field trips, mentor activities, and clerical/student assistance. Expenses which are **not allowed** include: substitute teacher costs, indirect costs (i.e. overhead), office furniture (e.g., file cabinets, desks, tables, and chairs), office renovations or constructions, and equipment (e.g., computers and printers).

#### **IV. PROGRAMMATIC REPORTING REQUIREMENTS**

District will provide access to student and school data necessary to evaluate the program. Such data include but are not limited to: statistics regarding the school's ethnic breakdown, retention/graduation rates, and college acceptance rates. Data should be compiled and submitted to the Puente State Office as detailed in *Exhibit A, Reports* (pg. 8).

#### **V. COLLECTION OF INFORMATION**

In cases where the District collects information by interview or by questionnaire from students, parents, or the public in connection with the Puente statewide program, the District 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 State Office.

#### **VI. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION**

The District may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or District 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 that describe District activities.

#### **VII. 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 District must advise the 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 possible. All Puente District 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 District, 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. Puente is open to all students."

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 District will contact the Puente statewide office (510-987-9548).

## VIII. INDEMNIFICATION

District 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 District, its officers, employees or agents.

The Regents shall defend, indemnify and hold District, 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.

## IX. INSURANCE

The Recipient 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	\$3,000,000

B. 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.

C. 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 work under this Agreement.

D. Workers' Compensation as required under California State law.

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 Recipient against other insurable risks relating to performance of the agreement.

F. The coverages required under this Article shall not in any way limit the liability of the Recipient.

G. The coverages referred to under (1) and (2) of this Article shall include The Regents 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 Recipient, 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, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

## X. 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.

## **XI. TERMINATION**

This Agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. Upon District or Puente's decision to terminate program, District will notify Puente parents and students and set in place a transitional plan.

- A. The transitional plan must, at a minimum, designate a counselor who will continue to work with Puente students until their graduation or exit from the school, in order to monitor their individual academic planning towards college enrollment. This will include ensuring that the students are familiar with college requirements and A-G courses, take the requisite tests, and are provided with assistance on the required personal statement and on completing college applications.
- B. The transitional plan must also identify a teacher or counselor who will provide data on the Puente students to the Puente State Office until the students exit the school.
- C. Puente will work with District to establish further transitional plan guidelines specific to the District students and parents.

## **XII. AMENDMENTS**

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

**XIII. PROJECT PERSONNEL AND OTHER INFORMATION**

The following staff members are the contacts to resolve any issues arising through activities conducted under this agreement.

The UC Regents Contacts:

**Program Matters:** **Frank Garcia**  
Executive Director, Puente Project; University of California, Office of the President; 300 Lakeside Drive, 7<sup>th</sup> Floor; Oakland, CA 94612; (510) 987-0860  
[Frank.Garcia@ucop.edu](mailto:Frank.Garcia@ucop.edu)

**Contractual Matters:** **Lourdes DeMattos**  
Contracts & Grants Officer, Research Administration; University of California, Office of the President; 1111 Franklin Street, 5<sup>th</sup> Floor; Oakland, CA 94607; (510) 987-9850  
[Lourdes.DeMattos@ucop.edu](mailto:Lourdes.DeMattos@ucop.edu)

District shall provide appropriate comparable contacts below:

**Program Matters:** Name Cheryl Quadrelli-Jones  
Title Coordinator, English Learner Program  
Address 501 Crescent Way, Anaheim CA 92803  
Phone (714) 999-3576  
Email Quadrelli-Jones C@auhsd.us

**Contractual Matters:** Name Cheryl Quadrelli-Jones  
Title Same as above  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

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: [Signature] Date: 9-15-08  
Alan Moloney  
Manager, Strategic Sourcing

By: [Signature] Date: 9/3/08  
Frank Garcia  
Executive Director, Puente Project

DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal  
Anaheim High School

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal  
Katella High School

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal  
Magnolia High School

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal  
Savanna High School

## RESPONSIBILITIES OF THE DISTRICT

District shall be responsible for the following:

### A. Puente Class

The Puente college preparatory ninth and tenth grade English classes shall be scheduled during the morning. Where possible, honors credit shall be provided.

### B. Staffing

District will provide the following staff for each high school program. A program is defined as up to four cohorts of one class of no less than 27 students or two classes of 20:1 students each.

1. Certified English Teacher  
Teacher's schedule should enable his/her full team participation over a two-year period (ninth and tenth grade English classes).
2. Counselor  
Counselor should be a full time (100%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least 50% time to the Puente Project. This assignment means, for example, if District considers 400 students a full counseling load, then 200 students or (50%) are assigned to the Puente counselor from general counseling and the 50% balance is assigned to the counselor for Puente students, the parent component, and co-coordination of the program. The 50% non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, etc.
3. Clerical assistance of at least 10 hours a week for the Puente Project.
4. Consultations and Prior Approvals
  - a. Teaching and counseling staff shall be selected in consultation with Puente. High School Site Administrator will contact the designated Puente regional project coordinator (RPC) who will inform the appropriate Puente staff. This consultation process may include an on-site interview and/or classroom observation by Puente staff.
  - b. Any changes in District's teaching and counseling staff for 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 high school paying for the cost of training the replacement staff. This cost is \$2,500 per person.

### C. Office and Administrative Support

1. District is responsible for providing office space in the counseling department area for the counselor, including a personal computer with access to the school scheduling and student record system, for scheduling and counseling students. Office and equipment shall be provided by the first day of instruction of 2008.
2. District agrees to provide office space and a personal computer for the clerical assistance to the program. Office and equipment shall be provided by first day of instruction of 2008.
3. District is responsible for providing access to long distance and FAX telephone services for counselor, teacher, and clerical assistance.

4. District is responsible for expenses related to fingerprinting costs of mentor volunteers at their site and will adhere to State and District's policy and procedures for fingerprinting mentor volunteers.

#### **D. Training and Field Trip Days**

District agrees to release counselors and teachers, and to cover substitute teacher costs out of District funds, to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. District will provide up to nine (9) substitute days per Puente teacher to participate in these activities.

#### **E. Reports**

The school will provide data on students in the program and comparison groups, including but not limited to: GPAs, progress through school, credits attempted/earned, "a-g" courses completed, transcripts, and scores on standardized and College Board tests. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to evaluate the Puente program. In no case will data be collected which identifies individual students without a release form signed by the student and student's parent or guardian.

The District will compile the following categories of data and submit the information to the Puente State Office.

- Final transcripts of June 2009 graduates
- Tracking form with results for Puente students, consisting of CAHSEE (California High School Exit Exam), PSAT/SAT testing, and EAP (California State University Early Assessment Program); 9<sup>th</sup> grade and 10<sup>th</sup> grade (only if student is joining program); Puente student bubble/enrollment forms, **accompanied by parent consent forms**. Without parent consent, Puente staff cannot collect student data, provide directory information (name, address) to college recruiters, scholarship programs, or financial aid offices.
- 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> grade enrollment rosters; 10<sup>th</sup> grade student survey; individual senior information updates; 12<sup>th</sup> grade roster-graduation verification forms (likelihood of graduation); college acceptance data; 12<sup>th</sup> grade counselor report



## RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

### A. Staff Selection and Coordination

Teaching and counseling staff shall be selected in consultation with Puente. High School Site Administrator will contact the designated Puente regional project coordinator (RPC) who will inform the appropriate Puente staff. This consultation process may include an on-site interview and/or classroom observation by Puente staff.

### B. Training

Puente will provide the following staff development trainings and support at no cost to District:

1. Puente Summer Institute (PSI): initial mandatory, weeklong training for new teachers and counselors selected to participate in the Puente program. Training program will include instruction on improving student writing, effective counseling strategies, incorporating mentoring into the curriculum, working as a team to establish and implement the program, and program accountability. Teachers and counselors will receive reimbursement/compensation in order to attend the PSI.
2. Ongoing training for teachers and counselors participating in the Puente program. Training will consist of regional or statewide training sessions and area network meetings as needed.
3. Ongoing support provided by Puente Regional Project Coordinators (RPCs) and state office training staff through telephone and email consultations and site visits.
4. Teacher and counselor resource materials and mentor recruitment materials.

### C. Fingerprinting

Under the terms of this Agreement, the University of California/Puente shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. This Agreement further guarantees that no Puente employee, working under this Agreement has and having any contact with District pupils, has been convicted of a felony as defined in Education Code 45125.1. This Agreement verifies Puente's compliance with Education Code section 45125.1.

### D. Community Leadership/ Mentoring Program

1. Puente Community Leadership/Mentoring Coordinators, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.
2. Puente shall provide materials for promoting the Puente program to the local community.

### E. Site Team Operational Budget

1. Puente shall pay **allowable** administrative site team expenses up to a maximum of \$5,600 per school site, within four (4) categories shown below in a template budget. The specific budget amounts are provided as a guideline; within these four broad expense categories, site team members and RPCs may discuss alternate spending allocations to arrive at a final budget plan.

a.	Books	\$ 800
b.	Field Trips	\$2,900
c.	Orientations, workshops, receptions for parents, mentors, and/or students (includes food, awards, entertainment & decorations	\$1,500
d.	Office supplies & instructional materials	\$ 400
	<b>TOTAL</b>	<b>\$5,600</b>

Budget is to be planned jointly by the Puente team (teacher and counselor), the designated site administrator, and the designated RPC. Budget is administered by the Puente State Office.

2. Costs that are **not allowable** under this agreement include the following:

Charges of **substitute days**, indirect costs (i.e., overhead) costs, office furniture (such as file cabinets, desks, tables, chairs), office renovations or construction, and purchases of equipment, including computers and printers.

3. Expenses will be tracked against the budget plan by Puente's Accounting staff and reports will be prepared and provided to the site teams quarterly in order to monitor the budgeted activities.

#### **F. Assessment**

1. Puente will monitor program and budget implementation on a regular basis and communicate results of this monitoring to site teams, and site administration as necessary.
2. Puente will provide ongoing assessment of the Puente program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.