

**AGREEMENT BETWEEN THE CALEXICO UNIFIED SCHOOL DISTRICT
AND THE UNIVERSITY OF CALIFORNIA, SAN DIEGO
EARLY ACADEMIC OUTREACH PROGRAM FOR ACADEMIC SERVICES
FOR CALEXICO HIGH SCHOOL 9th-12th, ENRIQUE CAMARENA JR. HIGH
SCHOOL AND WILLIAM MORENO JR. HIGH SCHOOL**

This agreement is made and entered into this 1 day of September, 2019,
Between the CALEXICO UNIFIED SCHOOL DISTRICT of IMPERIAL COUNTY, California,
Hereinafter referred to as "District", and the UNIVERSITY OF CALIFORNIA, SAN DIEGO
EARLY ACADEMIC OUTREACH PROGRAM hereinafter referred to as "EAOP".

WHEREAS, EAOP is a provider of academic mentoring and tutoring services to
School students; and

WHEREAS, **academic mentoring** and **tutoring services** of the type to be
Provided under this Agreement require specialized knowledge, experience and
availability which cannot be performed by District employees and are not
available within the District, and

WHEREAS, it is the desire of the Governing Board of the District to contract
with EAOP to provide academic mentoring and tutoring services to Calexico High
School 9th-12th grade, Enrique Camarena Jr. High School and William Moreno Jr.
High School 7th-8th grade students through the operation of EAOP, more particularly described in
Exhibit "A" attached hereto ("Services"); and

WHEREAS, in consideration of the mutual promises of the parties hereto, EAOP
has been selected by the parties to provide academic mentoring and tutoring services,
and the District hereby retains EAOP upon the terms and conditions set forth below,
and EAOP hereby accepts and agrees to perform the academic mentoring and tutoring
service upon said terms and conditions:

THEREFORE, DISTRICT and EAOP mutually agree as follows:

1. Term. The Term of this agreement shall be for the **2019-20** academic school year,
ending July 31, 2020.
2. Tutors. EAOP will provide a tutor/ academic mentors based on the needs of the schools
program.
3. Staff. EAOP shall provide the services in conjunction with a school counselor, teacher or
other contact designated by the District.
4. Fingerprinting. EAOP agrees to comply with Education Code section 45125.1 by requiring
all of its tutors, employees and agents to be fingerprinted and receive clearance through
the Department of Justice and the Federal Bureau of Investigation. EAOP shall certify in
writing that all of its employee or agents have fulfilled the fingerprinting requirement,
and certify that none of its employees or agents that may come in contact with District
pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a
serious felony listed in Penal Code section 1192.7(c). EAOP agrees to sign the
Certification which is attached to the Agreement as Exhibit "B".

EAOP shall send names of individuals cleared or requiring fingerprinting to District.

5. Examination of Tuberculosis. EAOP agrees to comply with Education Code
Section 49406 in that all of EAOP's employees or agents that may come in
contact with District pupils must submit to an examination for tuberculosis to
determine that she or he is free of active tuberculosis, which if positive must be
followed by an X-ray of the lungs. The EAOP employee or agent undergoing the
examination is responsible for any expenses related to this examination.

EAOP shall send names of individuals for examination for tuberculosis to
District.

6. Cancellation of Agreement. This Agreement may be terminated prior to July
31, 2020, upon mutual agreement of DISTRICT and EAOP or upon thirty (30)
days written notice by either party to the other.

7. Independent Contractor. This is not a joint venture. The parties understand that EAOP is an independent contractor. The employees, agents, officers, tutors, and associates of EAOP are not employees, agents, officers, tutors, or associates of the District. The District will not provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of EAOP or its employees, agents, officers, tutors, and associates.
8. Removal of Tutors. The District has the authority to remove tutors at any time with or without cause from continuing to provide academic services to District students.
9. Notice Requirements. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivery in person or deposited in the United States mail, postage prepaid, addressed as follows:

Elisa Ramírez
Asst. Superintendent
Educational Services
Calexico Unified School District
901 Andrade Ave
Calexico, CA 92231

Rafael S. Hernández
Director
UC San Diego EAOP
9500 Gilman Drive, 0305
La Jolla, CA 92093-0305

10. Indemnification. Each party hereby agrees to indemnify, defend and hold the other party including its officers, agents and employees, harmless from claim, demand, loss, claim or damage (including attorney fees) arising out of this Agreement, or the services performed hereunder, to the extent that the claim, demand, loss, claim or damage caused by the indemnifying party's breach of any obligation contained in this Agreement or intentional negligence act or omission of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

Calexico Unified School District

UCSD Early Academic Outreach Program

Elisa Ramirez
Asst. Superintendent - Educational Services

Rafael S. Hernandez
Director, UC San Diego- EAOP

Date

8-2-19

Date

Thomas X. Gilkison
Asst. Director, UC San Diego-EAOP
Imperial County Region

8-2-19

Date

EXHIBIT "A"
DESCRIPTION OF SERVICES AND PROGRAM INFORMATION

EAOP Program Standards

There are four strategies ("Program Standards") that frame EAOP, and they are specifically focused on achieving postsecondary access and success, and UC eligibility and matriculation, for more students. These strategies are:

Academic Enrichment EAOP students improve basic academic skills, master advanced high school curriculum, and have the opportunity to participate in university research projects (Fundamental Knowledge, Academic Proficiency and Scholastic Enhancement).

Entrance Exams EAOP students are prepared for taking the college entrance exams necessary for eligibility to selective colleges and universities like UC (ACT/SAT I, AP and SAT Subject Exams).

Academic Advising EAOP students receive an Individual Academic Plan (IAP) and ongoing advising to ensure that they successfully complete the required 'a-g' course pattern.

In Providing Academic Mentoring and Tutoring Services, EAOP shall:

- A. Provide academic mentoring and tutoring services to selected Calexico High School 9th -12th grade, Enrique Camarena and William Moreno Jr. High School students in selected classrooms enrolled in 7th, 8th, 9th, 10th, 11th or 12th grade. Academic Mentors and Tutors will consist of current college undergraduates, trained and paid by the Early Academic Outreach Program.
- B. Selected students are based on the following criteria:
 1. Maintenance, at minimum of a 2.8 GPA 7th-8th and 3.0+ GPA 9th- 12th grade
 2. Enrollment and completion in "A-G" course enrollment.
 3. First generation and/or low family income.
 4. Residence in a community with low college-going rates
 5. Attending a school with below-average SAT/ACT exam scores and/or limited college prep curriculum
- C. Provide the selected students with academic advising sessions, focusing on the University of California's "A-G pattern entrance requirements.
- D. Provide the selected students with additional information regarding: study skills, college entrance exam test taking strategies and time management.
- E. Assist the selected students in completing program intake form and Individual Academic Plan.
- F. Assist the selected students in the 9th to 12th grade with summer online courses, academic tutoring and (standardized examination preparation) sessions.

In receiving services, DISTRICT shall:

- A. Facilitate the performance of EAOP activities, support the process and cooperate in implementation of the program.
- B. Provide a workspace at designated school sites for EAOP staff and materials.
- C. Assist in identification of EAOP students by providing transcripts, records and necessary student listings.
- D. Provide computer generated labels of student addresses for EAOP mailings if necessary.
- E. Provide facilities for UCSD EAOP workshops if necessary.

EXHIBIT "B"

CERTIFICATION OF CRIMINAL BACKGROUND CLEARANCE

With respect of the Agreement dated September 1, 2019 between the University of California, San Diego, Early Academic Outreach Program("EAOP") and the Calexico Unified School District ("District") for the provision of academic mentoring and tutoring services, EAOP hereby certifies to the District's governing board that it has completed the fingerprinting and criminal background check requirements of Education Code section 45125.1, and that none of its tutors, mentors, employees , or other agents that may come in contact with District students has been convicted of a violent felony listed in Penal Code section 667.5(c) Or serious felony listed in Penal Code section 1192.7 (c).


EAOP's Representative

8-2-19
Date