

From: Thomas M Smith <thomas.smith@ucr.edu>

Sent: Thursday, May 27, 2021 4:43 PM

To: jason.stajich@ucr.edu

Cc: Cherysa P Cortez <cherysa.cortez@ucr.edu>; Elizabeth Watkins <elizabeth.watkins@ucr.edu>

Subject: Consultation with Senate regarding renewal of the Partnership Agreement between UCR and RUSD on the Riverside STEM Academy (RSA)

Hi Jason,

UCR has had a Partnership Agreement with RUSD related to the current Riverside STEM Academy (RSA) since 2015. RUSD would like to renew the agreement, which expired in 2020. The Deans of the Colleges and Schools have provided input. We are now requesting expedited Senate consultation on the current draft (attached). I know that we are quickly approaching the end of the quarter and running out of time, but RUSD would feel much more comfortable if we could have an agreement in place for fall. Exhibit A (pages 4 and 5) describes what UCR and RUSD agree to do and is what we are looking for feedback on.

Please let me know if you have any questions.

Tom

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PARTNERSHIP AGREEMENT

This Agreement, effective Thursday, July 30, 2021 is made by and between The Regents of the University of California, on behalf of the University of California, Riverside campus (hereinafter referred to as “University”), and Riverside Unified School District (hereinafter referred to as “District”), on behalf of its Riverside STEM Academy (hereinafter referred to as “RSA”); collectively the Parties.

BACKGROUND AND PURPOSE

WHEREAS, the Riverside STEM Academy (RSA) provides an educational option for students who are interested in pursuing their interests and aptitudes in the areas of science, technology, engineering and mathematics; and

WHEREAS, RSA provides students with accelerated and concentrated experiences in an environment that is conducive to individual exploration, innovation, and problem solving; and

WHEREAS, Educational partners, like the University, play an important role in helping the RSA reach these goals; and

WHEREAS, University and District are interested in forging a partnership that will promote, foster, and enrich the pre-college math and science environment, and stimulate greater student interests in math, science, and engineering at the Riverside STEM Academy.

NOWHEREFORE, in collaboration, both University and the District shall provide the services described in Exhibit “A,” which is attached hereto and made a part of this Agreement. Additional services may be provided but only if authorized in advance by written amendment to this Agreement and executed by both parties.

TERMS AND CONDITIONS

1. **TERM.** The term of this Agreement shall be from July 1, 2020-June 30, 2025.
2. **TERMINATION.** This Agreement may be terminated by either party at any time upon 30 days written notice to the other party.
3. **INDEMNIFICATION.**
 - A. District shall defend, indemnify and hold University, its officers, agents, and employees 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, agents, or employees.
 - B. University shall defend, indemnify and hold District, its officers, agents, and employees 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 University, its officers, agents, or employees.

4. INSURANCE

Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- A. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability Insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).
- B. Workers' Compensation, as required under California State law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of District and University against other insurable risks relating to performance of this Agreement.
- D. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of either Party.
- E. Additional insured endorsements are required for general, property damage, sexual abuse and automobile liability policy coverage. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the other Party, its officers, agents, or employees. Each Party, upon the execution of this Agreement, shall furnish the other Party with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.

5. RELATIONSHIP OF THE PARTIES. The parties to this Agreement shall be and remain at all times Independent Contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

6. USE OF NAME AND LOGO. Neither Party shall imply the endorsement of the other or use publicly for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark (including music and colors) of the other Party, or any simulation, abbreviation, or adaptation of the name, or the name of any employee or agent of the other Party, without the

other Party's prior written, express consent. Each Party may withhold such consent in its sole and absolute discretion. Violation of this provision is a material breach of this Agreement.

7. WHOLE AGREEMENT. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement cannot be modified except by a written instrument executed by both parties.

8. NOTICE. Any notice required hereunder shall be in writing, addressed as follows:

University: University of California
Attn: Provost Elizabeth Watkins
900 University Avenue
Riverside, CA 92521

District: Riverside Unified School District
Attn: David Hansen
3380 14th Street
Riverside, Ca 92501

9. ASSIGNMENT. This Agreement is not assignable and any attempt by District to assign any of its interests herein shall immediately terminate this Agreement.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

11. WARRANTY OF AUTHORITY. The persons whose signatures appear below warrant they are duly authorized to execute this Agreement on behalf of District and University, respectively.

The conditions in this Agreement are hereby accepted.

DISTRICT:

UNIVERSITY:

RIVERSIDE UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Signature
David Hansen
Print Name
Superintendent
Title

Date

By: _____
Signature
Kim Wilcox
Print Name
Chancellor
Title

Date

Exhibit “A”

University agrees to:

1. Facilitate the recruitment of faculty, staff, and students as volunteer mentors, instructional assistants, lab assistants, speakers and/or coaches from the College of Natural and Agricultural Sciences (CNAS), School of Medicine (SOM), Marlan and Rosemary Bourns College of Engineering (BCOE), College of Humanities, Arts, and Social Sciences (CHASS), and the Graduate School of Education for projects and clubs (e.g., Wednesday Symposiums, Science Olympiad, etc.).
2. Host field trips to laboratories and other pertinent University facilities and programs (e.g., CE-CERT and Geology and Engineering programs), when appropriate faculty and staff are available.
3. Provide protocols and procedures for donating equipment and materials to RSA.
4. Provide access to auditorium/large classroom facilities, when available.
5. Provide College of Natural and Agricultural Sciences (CNAS), School of Medicine (SOM), Bourns College of Engineering (BCOE), and College of Humanities, Arts, and Social Sciences (CHASS) tours and admissions information.
6. Work with RUSD to design and implement professional development opportunities to RUSD teachers to strengthen content knowledge and pedagogical skills for reaching a diverse population. Special attention will be given to hands-on motivation learning, interdisciplinary/integrated instruction, and developing “thinking skills” which will allow learners to thrive in a global knowledge-based economy. RUSD teachers will be invited to participate in existing University programs, space permitting, and will collaborate on future efforts which address new needs as they arise. Specifically, RUSD teachers will be:
 - (a) Invited to participate in summer enrichment programs in mathematics, science and engineering, when space is available. Beyond information, teachers may have access to instructional materials and access to “units of credit” for their participation through University Extension (UNEX). Samples include the The California Mathematics and Science Teacher initiative program (CMST), Summer Physics Academy, and the QuarkNet Workshop.
 - (b) Invited to participate in the annual Science Technology Education Partnership STEP conference.
 - (c) Guided by select University personnel in the development of course offerings and classroom enrichment activities with respect to contemporary content.

District, through RSA, agrees to:

1. Promote University in RSA newsletters, on the RSA webpage, on RSA banners displayed at the school and with other relevant media.

2. Provide University with promotional opportunities at Back to School Night, PTSA and other RSA events.
3. Allow select University faculty, contingent upon approval by the District Research Request Review Committee, to conduct research in mathematics/science education on issues related to curriculum and instruction.
4. Function as a partner on University grants requiring an education/outreach requirement.
5. Work with student teachers, enrolled at University, and under the Student Teacher Agreement between District and University, to further their skills and help them reach their goals of becoming a teacher.

The Parties agree to:

1. Support the curriculum and program elements described above; as well as have continued conversations about expanding the RSA program, including a long-term facility, lab and/or land lease on the University campus, fixed number of RAS enrollment lottery slots dedicated to University faculty, etc.

Draft