

**Agreement  
Between  
The Regents of the University of California, on behalf of its Riverside campus  
And  
Perris Union High School District**

**Mathematics, Engineering, Science Achievement (MESA) Program**

This agreement (hereinafter referred to as “Agreement”) is entered into by and between The Regents of the University of California, on behalf of its Riverside campus, having an office located at 200 University Office Building, Riverside, CA 92521-0217, (hereinafter referred to as “University”) and Perris Union High School District, having an office located at 155 E. 4<sup>th</sup> Street, Perris, CA 92570 (hereinafter referred to as “District”).

WHEREAS, University, through its Marlan and Rosemary Bourns College of Engineering, has received funding to develop and implement a Mathematics, Engineering, Science Achievement (MESA) Program (hereinafter referred to as “MESA Program”) that will enrich the math and science experiences of students within the District, particularly students from socially and economically disadvantaged backgrounds.

WHEREAS, District is interested in increasing the number of disadvantaged students entering college with particular attention and preparation for professions in engineering and mathematics-based scientific fields.

WHEREAS, University administers the MESA Program which has established guidelines for the operation of the program at middle and/or high schools within the District.

WHEREAS, District is interested in participating and cooperating with University in the implementation of the MESA Program.

WHEREAS University is prepared to provide training for District personnel as well as staffing and funding support in the implementation of MESA services at schools within the District.

WHEREAS, District and/or school site is prepared to contribute facilities and staff support in the implementation of MESA services at local school sites.

WHEREAS, University and District are interested in forging a partnership that will promote and foster the implementation of a successful MESA Program at the following middle and/or high schools: Paloma Valley High School.

NOW THEREFORE, the parties mutually agree as follows:

**I. STATEMENT OF WORK**

The mission of MESA Program at the University is to enrich the pre-college math and science environment, and stimulate greater student interest in math, science and engineering.

The MESA Program seeks to enroll a diverse group of students reflective of the schools diversity and balanced by the enrichment and support needs of prospective participants. All prospective

participants must demonstrate a commitment to preparing for college. To the extent possible by law, participation by socially and economically disadvantaged students is emphasized.

#### RESPONSIBILITIES OF THE MESA PROGRAM

- A. Provide MESA Advisors (the designated MESA teachers) with the following professional development and resources at no cost to the school or District:
  - 1. A one day training emphasizing project-based, independent and collaborative learning to assist in the implementation of MESA curriculum. Parking and meals are provided free of charge.
  - 2. Annual kick-off orientation where the year in MESA, including program offerings and requirements, are presented to MESA teachers. Parking, lunch and refreshments are provided free of charge.
  - 3. On-going professional development and guidance in the implementation of MESA's services. Professional development and guidance will be provided at four meetings throughout the year. The meetings are held at the University, during after school hours, and are typically three hours in duration. Parking, dinner and refreshments are provided free of charge.
  - 4. UCR MESA project-based enrichment curriculum, aligned to California math and science content standards.
  - 5. Classroom supplies amounting to \$300. Amount is contingent on teaching a dedicated section that will use the MESA curriculum. Separate arrangements will be made with teachers running solely after school/out of school clubs.
  - 6. Access to a statewide MESA network of teachers and educators, and whatever training, professional development, conferences or other STEM initiatives offered in MESA regions or statewide.
  - 7. Modest stipend of up to \$400, for participation in MESA events, trainings and meeting beyond contractual responsibilities to the District. The MESA Advisor's participation in MESA trainings and meetings is essential to effective implementation of MESA services and events. The stipend amount, dependent on the funding allocation and availability for the year, will be prorated based on attendance at trainings, meetings and participation in MESA events.
  
- B. Assist in recruiting students in Fall of the current academic year and during Spring in advance of the next academic year.
  
- C. Make available to the school(s) MESA staff and/or trained UCR students to offer the following academic guidance services:
  - 1. Develop a MESA College Plan for every MESA student, including an Individual Academic Plan (IAP) that details coursework necessary to prepare for college.
  - 2. Connect MESA students with University, District and school-based academic intervention and enrichment services.
  - 3. Facilitating opportunities for mentoring by other UCR students and/or faculty/staff.All students and MESA staff involved in advising and servicing students will be properly screened and approved for work with students, including, but not limited to undergoing Department of Justice background checks and TB screening.
  
- D. Host MESA Day Preliminary Competition at the University, for all participating schools, without any registration, participation or meal fees for the schools or Districts. UCR MESA will pay the costs associated with any subsequent Regional competitions. First, second and third place

winners per event and grade category are usually invited to participate in a Regional competition after the MESA Day Preliminary Competition.

- E. Coordinate activities at the University to commemorate National Engineering Week. Activities may take the form of a field trip for MESA High School students, and/or community event for all of the members (parents, siblings) of our MESA family.
- F. Be available to host workshops or trainings for parents in the communities of our participating schools. These services will be coordinated at the request of the participating school.
- G. A sustained and dedicated effort to provide additional STEM challenges and opportunities to MESA cohorts such as the MESA Robotics Competition, Year End Competition, Roller Coaster Design Competition, and Seaperch Regional Challenges. These types of initiatives are all contingent on securing funding beyond base amounts, usually in the form of private grants, gifts and awards. UCR MESA will be primarily responsible for pursuing such funding when feasible and available.

#### RESPONSIBILITIES OF THE DISTRICT AND/OR SCHOOL(S):

- A. Identify one teacher per 30 – 35 MESA students to work as the MESA Advisor. MESA Advisor responsibilities include:
  - 1. Implementing MESA curriculum and/or engineering projects/activities with students.
  - 2. Facilitating project based and independent learning practices and strategies.
  - 3. Preparing students for MESA Engineering Project challenges (MESA Day, Robotics, etc.)
  - 4. Attending trainings and meetings sponsored by the MESA Program.
  - 5. Perform limited administrative duties as needed, i.e. complete MESA Attendance Rosters, register MESA students for MESA Day Competitions, etc.
- B. Provide MESA Advisors with a designated daily class or section to implement MESA curriculum and offer student's services. When a section is not given, to provide MESA Advisors with an opportunity to work with new and continuing MESA students by offering a formalized scheduled time (after school, during lunch, etc.) to offer MESA services. The MESA Program prefers the implementation of MESA sections and/or schedules that maximize contact with MESA participants during the regular school day. However, the program can be scheduled to offer MESA services at least 2 hours per week or 8 hours per month, before school, after school, integrated into a math or science class, in a MESA club or on Saturdays. The expectation is that as the MESA Program develops and generates a track record of success, structural options offering greater contact with MESA students will be explored.
- C. Offer MESA Advisors an opportunity to recruit new MESA students and assist the students and their parents in completing MESA Program Enrollment Forms. MESA Advisors should strive to recruit a sufficient amount of students to ultimately enroll 25 – 35 students per MESA Class. The minimum acceptable number of students per MESA Advisor is 20.
- D. Designate a Counselor to assist in scheduling MESA students, when appropriate, for the designated MESA Class; assist in identifying prospective MESA students, and provide support, as needed, to MESA staff members responsible for developing college plans for MESA students.
- E. Provide University mentors and MESA staff classroom time to work with MESA students. At least two classroom periods should be set aside by a MESA advisor for mentoring and academic advising sessions with students.

- F. Provide MESA staff access to student schedules and student transcripts/records. Student records are kept confidential, per the confidentiality clause in this (Section IV, G), and are used to help staff ascertain appropriate academic guidance services for students. Records also provide our program metrics for which to measure program success and performance.
- G. Secure and fund transportation for MESA students to participate in MESA Day Preliminary Competitions.
- H. Provide MESA Advisors with the following allowances (District and/or school):
  - 1. Up to 2 substitute days per MESA Advisor per year for fieldtrips.
  - 2. Allowance for reproduction of MESA related classroom materials.
  - 3. Allowance for MESA supplies to cover expenses in excess of the amount directly purchased by the MESA Program.

Note: The school and/or District will determine the amount of the allowances, inform the Director of the MESA Program, and make the appropriate arrangements with the MESA Advisor. The supply allowance for example is usually a direct match of the supply amounts appropriated by the program for each participating cohort. The amounts provided for supplies are contingent on program funding levels and allocations.

## II. PERIOD OF PERFORMANCE

- A. The period of performance of this Agreement shall commence on July 1, 2016 and continue through June 30, 2017.
- B. Either the University or the District may terminate this Agreement at any time, without cause, by giving the other party thirty (30) days prior written notice of such action.

## III. IN-KIND CONTRIBUTION

The MESA Program requests that the school and/or District provide in-kind and/or cash support for the program in the amount consistent with the schools' and/or District's vision for the long-term success of the program. In this regard, the amount of in-kind contribution is directly related to how MESA is structured within the District and at the local school(s). The MESA Program's critical in-kind and/or cash support needs are:

- 1. MESA Advisor's scheduled commitment to MESA during the regular school day (i.e. assigned a MESA period, math or science class in which MESA services will be integrated, MESA club that meets during the MESA Advisor's contracted hours, etc.).
- 2. A bus to transport MESA students to MESA Day Preliminary Competitions. Transportation costs can be reduced by sharing a bus with other MESA schools within the District, and when possible, sharing a vendor provided bus with MESA schools between districts.

For any form of a MESA period, the match will be calculated as (1/6) of the average teacher's salary for the District per MESA period or percentage of a period dedicated to MESA services, plus any additional in-kind or cash support for the program. For MESA activities integrated into an existing math or science class comprised of MESA students, either partially or fully, the match will be calculated as 40% or (1/6) of the average teacher's salary, assuming 2 hours of MESA instructional time per week, plus any additional in-kind or cash support for the Program. For after school or Saturday MESA schedules, the match will be calculated based on the District's or school's

commitment to compensating the MESA Advisor at the regular hourly or extra duty rate, for implementing the MESA Program, and any additional in-kind or cash support for the program.

#### IV. TERMS AND CONDITIONS

##### A. Indemnification

University shall defend, indemnify and hold harmless District, its officers, employees, and agents 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 (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

District shall defend, indemnify and hold harmless University, its officers, employees, and agents 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 (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

##### B. Equal Opportunity

District shall not maintain or provide racially segregated facilities for employees at any establishment under District's control. District agrees to maintain employment policies and practices that affirmatively promote equality of opportunity.

##### C. Cooperation

University and District shall cooperate in the event of any a legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.

##### D. Compliance

University and District agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.

##### E. Force Majeure

University and District shall be excused from performance required under this Agreement if such performance is rendered impossible or unfeasible due to any events beyond its reasonable control, including without limitation, war, riot, natural disasters, weather, labor disputes or strike, acts of governmental officials or agencies, or any other cause beyond the reasonable control of either party. The excusable delay is allowed for the period of time affected by the delay, and the parties will revise the performance or other provisions hereunder as appropriate.

##### F. Assignment

The obligations of University and District under this Agreement shall not be assigned without the prior written consent of the parties.

#### G. Confidential Information / Student Records

District acknowledges that University as a public, non-profit educational institution would prefer not to accept any confidential information of District. However, should District find it necessary to disclose to University any proprietary or confidential information of District in order to accomplish the objectives of the Program, District shall do so in accordance with the requirements of this Section G. Any information considered proprietary or confidential by District shall be provided to University (i) in writing and clearly identified as such, or if orally disclosed, identified as proprietary or confidential at the time of disclosure and reduced to writing within thirty (30) days by District; and, (ii) solely to the Principal Investigator, (hereinafter, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any information which is, a) published or otherwise available to the public other than by breach of this Agreement by University; b) rightfully received by University from a third party without confidential limitations; c) independently developed by University; d) known to University prior to its first receipt from District; e) hereinafter disclosed by District to a third party without restriction on disclosure; f) approved for release by written authorization of District; or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. University shall use reasonable efforts, in accordance with University's treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information.

Notwithstanding anything to the contrary in this Agreement, student and/or teacher names, records, and personal information that is not generally known to the public, shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the District. Furthermore, such student information shall only be used by University for the limited purposes outlined herein. University shall implement appropriate safeguards to prevent the use and disclose of a student education records and student information beyond the scope of what is provided for by this Agreement and permitted under the Family Educational Rights and Privacy Act (FERPA) or other such laws.

#### H. Entire Agreement

This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to it and supersede any prior understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

#### I. Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

#### J. Applicable Law

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



